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FERC GAS TARIFF

ORIGINAL VOLUME NO. 1

Of

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

Filed With

FEDERAL ENERGY REGULATORY COMMISSION

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Second Revised Sheet No. 1 Second Revised Sheet No. 1 : Effective
Superseding: Substitute First Revised Sheet No. 1

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PRELIMINARY STATEMENT

Southern Star Central Gas Pipeline, Inc., a Delaware corporation (hereinafter sometimes referred to as "Southern Star"), is a natural gas company engaged in the business of transporting natural gas directly to industries and to distribution companies and pipeline systems in the States of Texas, Oklahoma, Kansas, Missouri, Nebraska, Colorado, and Wyoming.

Original Sheet No. 6 Original Sheet No. 6 : Effective

General System Map

General System Map

Production Area Map

Production Area Map

Market Area Map

Market Area Map

Pooling Areas Map

Pooling Areas Map

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES

		Minimum Rate 1/	Maximum Rate 1/
TSS-P	No Notice Fee	$ .0000	$ .0007
	Reservation - FSS - Deliverability	.0000	.0280
	Reservation - FSS - Capacity 4/	.0000	.0013
	Reservation - FTS-P	.0000	.1905
	Injection - FSS	.0114	.0114
	Withdrawal - FSS	.0114	.0114
	Commodity - FTS-P	.0098	.0098
	Authorized Overrun - FSS - Deliverability 2/	.0000	.0280
	Authorized Overrun - FSS - Capacity	.0000	.0013
	Authorized Overrun - FTS-P	.0098	.2003
TSS-M	No Notice Fee	.0000	.0007
	Reservation - FSS - Deliverability	.0000	.0280
	Reservation - FSS - Capacity 4/	.0000	.0013
	Reservation - FTS-P 3/	.0000	.1905
	Reservation - FTS-M	.0000	.1370
	Injection - FSS	.0114	.0114
	Withdrawal - FSS	.0114	.0114
	Commodity - FTS-P 3/	.0098	.0098
	Commodity - FTS-M	.0085	.0085
	Authorized Overrun - FSS - Deliverability 2/	.0000	.0280
	Authorized Overrun - FSS - Capacity	.0000	.0013
	Authorized Overrun - FTS-P 3/	.0098	.2003
	Authorized Overrun - FTS-M	.0085	.1455
STS-P	Commodity	.0098	.7879
	Authorized Overrun	.0098	.7879
	Authorized Overrun - FSS - Deliverability 2/	.0000	.0280
	Authorized Overrun - FSS - Capacity	.0000	.0013
STS-M	Commodity - STS-P 3/	.0098	.3074
	Authorized Overrun - STS-P 3/	.0098	.3074
	Commodity - STS-M	.0085	.7629
	Authorized Overrun - STS-M	.0085	.7629
	Authorized Overrun - FSS - Deliverability 2/	.0000	.0280
	Authorized Overrun - FSS - Capacity	.0000	.0013

For Additional Surcharges Applicable to all Rate Schedules, see Sheet No. 11.
Fuel Reimbursement Percentages applicable to all Rate Schedules are shown on Sheet No. 12.
1/ Reservation rates are per Dth of MDTQ per day. Commodity Rates are per Dth.
2/ Applicable to Injections/Withdrawals in excess of MDIQ or MDWQ, in addition to the injection/ withdrawal charge.
3/ FTS-P, STS-P, & SFT-P are only applicable if firm capacity is reserved in the Production Area.
4/ Applied to daily storage balance.

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Sixth Revised Sheet No. 10 Sixth Revised Sheet No. 10 : Pending
Superseding: Fifth Revised Sheet No. 10

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES

		Minimum Rate 1/	Maximum Rate 1/
TSS-P	No Notice Fee	$ .0000	$ .0007
	Reservation - FSS - Deliverability	.0000	.0371
	Reservation - FSS - Capacity 4/	.0000	.0018
	Reservation - FTS-P	.0000	.2682
	Injection - FSS	.0116	.0116
	Withdrawal - FSS	.0116	.0116
	Commodity - FTS-P	.0080	.0080
	Authorized Overrun - FSS - Deliverability 2/	.0000	.0371
	Authorized Overrun - FSS - Capacity	.0000	.0018
	Authorized Overrun - FTS-P	.0080	.2762
TSS-M	No Notice Fee	.0000	.0007
	Reservation - FSS - Deliverability	.0000	.0371
	Reservation - FSS - Capacity 4/	.0000	.0018
	Reservation - FTS-P 3/	.0000	.2682
	Reservation - FTS-M	.0000	.1705
	Injection - FSS	.0116	.0116
	Withdrawal - FSS	.0116	.0116
	Commodity - FTS-P 3/	.0080	.0080
	Commodity - FTS-M	.0049	.0049
	Authorized Overrun - FSS - Deliverability 2/	.0000	.0371
	Authorized Overrun - FSS - Capacity	.0000	.0018
	Authorized Overrun - FTS-P 3/	.0080	.2762
	Authorized Overrun - FTS-M	.0049	.1754
STS-P	Commodity	.0080	1.1785
	Authorized Overrun	.0080	1.1785
	Authorized Overrun - FSS - Deliverability 2/	.0000	.0371
	Authorized Overrun - FSS - Capacity	.0000	.0018
STS-M	Commodity - STS-P 3/	.0080	.7370
	Authorized Overrun - STS-P 3/	.0080	.7370
	Commodity - STS-M	.0049	1.1748
	Authorized Overrun - STS-M	.0049	1.1748
	Authorized Overrun - FSS - Deliverability 2/	.0000	.0371
	Authorized Overrun - FSS - Capacity	.0000	.0018

For Additional Surcharges Applicable to all Rate Schedules, see Sheet No. 11.
Fuel Reimbursement Percentages applicable to all Rate Schedules are shown on Sheet No. 12.
1/ Reservation rates are per Dth of MDTQ per day. Commodity Rates are per Dth.
2/ Applicable to Injections/Withdrawals in excess of MDIQ or MDWQ, in addition to the injection/ withdrawal charge.
3/ FTS-P, STS-P, & SFT-P are only applicable if firm capacity is reserved in the Production Area.
4/ Applied to daily storage balance.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES

		Minimum Rate 1/	Maximum Rate 1/
FTS-P	Reservation	.0000	.1905
	Commodity	.0098	.0098
	Commodity Balancing Fee	.0007	.0007
	Authorized Overrun	.0098	.2003
	Commodity Bal Fee - Auth Overrun	.0007	.0007
FTS-M	Reservation	.0000	.1370
	Commodity	.0085	.0085
	Commodity Balancing Fee	.0007	.0007
	Authorized Overrun	.0085	.1455
	Commodity Bal Fee - Auth Overrun	.0007	.0007
FTS-M	Ozark Trails Incremental Charge 2/	.0000	.1201
SFT-P	Commodity	.0098	.6708
	Commodity Balancing Fee	.0007	.0007
	Authorized Overrun	.0105	.6715
SFT-M	Commodity - SFT-P 3/	.0098	.2976
	Commodity Bal Fee - SFT-P 3/	.0007	.0007
	Authorized Overrun - SFT-P 3/	.0105	.2983
	Commodity - SFT-M	.0085	.6286
	Commodity Bal Fee - SFT-M	.0007	.0007
	Authorized Overrun - SFT-M	.0092	.6293

For Additional Surcharges Applicable to all Rate Schedules, see Sheet No. 11.
Fuel Reimbursement Percentages applicable to all Rate Schedules are shown on Sheet No. 12.
1/ Reservation rates are per Dth of MDTQ per day. Commodity Rates are per Dth.
2/ Incremental charge in addition to above stated FTS-M rates. Charge is applicable to parties using facilities built pursuant to Docket No. CP06-94.
3/ SFT-P is only applicable if firm capacity is reserved in the Production Area.

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First Revised Sheet No. 10A First Revised Sheet No. 10A : Pending
Superseding: Original Sheet No. 10A

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES

		Minimum Rate 1/	Maximum Rate 1/
FTS-P	Reservation	.0000	.2682
	Commodity	.0080	.0080
	Commodity Balancing Fee	.0009	.0009
	Authorized Overrun	.0080	.2762
	Commodity Bal Fee - Auth Overrun	.0009	.0009
FTS-M	Reservation	.0000	.1705
	Commodity	.0049	.0049
	Commodity Balancing Fee	.0009	.0009
	Authorized Overrun	.0049	.1754
	Commodity Bal Fee - Auth Overrun	.0009	.0009
FTS-M	Ozark Trails Incremental Charge 2/	.0000	.1222
SFT-P	Commodity	.0080	1.0102
	Commodity Balancing Fee	.0009	.0009
	Authorized Overrun	.0089	1.0111
SFT-M	Commodity - SFT-P 3/	.0080	.7290
	Commodity Bal Fee - SFT-P 3/	.0009	.0009
	Authorized Overrun - SFT-P 3/	.0089	.7299
	Commodity - SFT-M	.0049	.9556
	Commodity Bal Fee - SFT-M	.0009	.0009
	Authorized Overrun - SFT-M	.0058	.9565

For Additional Surcharges Applicable to all Rate Schedules, see Sheet No. 11.
Fuel Reimbursement Percentages applicable to all Rate Schedules are shown on Sheet No. 12.
1/ Reservation rates are per Dth of MDTQ per day. Commodity Rates are per Dth.
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Effective Date: 11/01/2008 Status: Suspended
FERC Docket: RP08-350-000

Tenth Revised Sheet No. 11 Tenth Revised Sheet No. 11 : Pending
Superseding: Ninth Revised Sheet No. 11

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES (CONTINUED)

		Minimum Rate 1/	Maximum Rate 1/
ITS-P	Commodity	$ .0080	$ .2762
	Commodity Balancing Fee	.0009	.0009
ITS-M	Commodity	.0049	.1754
	Commodity Balancing Fee	.0009	.0009
FSS	Deliverability Reservation	.0000	.0371
	Capacity Reservation 4/	.0000	.0018
	Injection	.0116	.0116
	Withdrawal	.0116	.0116
	Authorized Overrun - Deliverability 6/	.0000	.0371
	Authorized Overrun - Capacity	.0000	.0018
ISS	Commodity 4/	.0000	.0036
	Injection	.0116	.0116
	Withdrawal	.0116	.0116
PLS-P	Daily Commodity	.0000	.2771
PLS-M	Daily Commodity	.0000	.1763

Additional Surcharge Applicable to all Rate Schedules:

Section 26 - FERC Annual Charge Adjustment		.0019

VOLUMETRIC FIRM CAPACITY RELEASE MAXIMUM RATES 5/
STATED AT 100% LOAD FACTOR

		Maximum Rate 3/
TSS-P	No-Notice Fee	$ .0007
	Reservation - FSS 4/	.0036
	Reservation - FTS-P	.2682
TSS-M	No-Notice Fee	.0007
	Reservation - FSS 4/	.0036
	Reservation - FTS-P	.2682
	Reservation - FTS-M	.1705
FTS-P	Reservation	.2682
FTS-M	Reservation	.1705
FTS-M	Ozark Trails Incremental Charge 7/	.1222
FSS	Reservation 4/	.0036

Fuel Reimbursement Percentages applicable to all Rate Schedules are shown on Sheet No. 12.

1/ Reservation rates are per Dth of MDTQ per day. Commodity Rates are per Dth.
2/ Applicable to nondiscounted transportation services.
3/ Exclusive of any surcharges and commodity charges.
4/ Applied to daily storage balance.
5/ Does not apply to capacity release transactions of less than one year for the period March 27, 2000 until September 30, 2002.
6/ Applicable to Injections/Withdrawals in excess of MDIQ or MDWQ, in addition to the Injections/Withdrawal charge.
7/ Incremental charge in addition to above stated FTS-M rate. Charge is applicable to parties using facilities built pursuant to Docket No. CP06-94.

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES (CONTINUED)

		Minimum Rate 1/	Maximum Rate 1/
ITS-P	Commodity	$ .0098	$ .2003
	Commodity Balancing Fee	.0007	.0007
ITS-M	Commodity	.0085	.1455
	Commodity Balancing Fee	.0007	.0007
FSS	Deliverability Reservation	.0000	.0280
	Capacity Reservation 3/	.0000	.0013
	Injection	.0114	.0114
	Withdrawal	.0114	.0114
	Authorized Overrun - Deliverability 5/	.0000	.0280
	Authorized Overrun - Capacity	.0000	.0013
ISS	Commodity 3/	.0000	.0026
	Injection	.0114	.0114
	Withdrawal	.0114	.0114
PLS-P	Daily Commodity	.0000	.2010
PLS-M	Daily Commodity	.0000	.1462

Additional Surcharge Applicable to all Rate Schedules:

Section 26 - FERC Annual Charge Adjustment		.0019

VOLUMETRIC FIRM CAPACITY RELEASE MAXIMUM RATES 4/
STATED AT 100% LOAD FACTOR

		Maximum Rate 2/
TSS-P	No-Notice Fee	$ .0007
	Reservation - FSS 3/	.0026
	Reservation - FTS-P	.1905
TSS-M	No-Notice Fee	.0007
	Reservation - FSS 3/	.0026
	Reservation - FTS-P	.1905
	Reservation - FTS-M	.1370
FTS-P	Reservation	.1905
FTS-M	Reservation	.1370
FTS-M	Ozark Trails Incremental Charge 6/	.1201
FSS	Reservation 3/	.0026

Fuel Reimbursement Percentages applicable to all Rate Schedules are shown on Sheet No. 12.
1/ Reservation rates are per Dth of MDTQ per day. Commodity Rates are per Dth.
2/ Exclusive of any surcharges and commodity charges.
3/ Applied to daily storage balance.
4/ Does not apply to capacity release transactions of one year or less beginning July 30, 2008.
5/ Applicable to Injections/Withdrawals in excess of MDIQ or MDWQ, in addition to the Injections/Withdrawal charge.
6/ Incremental charge in addition to above stated FTS-M rate. Charge is applicable to parties using facilities built pursuant to Docket No. CP06-94.

Effective Date: 11/01/2008 Status: Suspended
FERC Docket: RP08-350-000

Eighth Revised Sheet No. 12 Eighth Revised Sheet No. 12 : Pending
Superseding: Seventh Revised Sheet No. 12

FUEL REIMBURSEMENT PERCENTAGES
FOR ALL RATE SCHEDULES

	Minimum Percent	Maximum Percent
Storage Injection	7.05%	7.05%
Production Area	.34% 1/	2.57%
Market Area	.34%	.91%

1/ Applicable as provided in Section 13.5 of the General Terms and Conditions.

Effective Date: 01/01/2009 Status: Pending
FERC Docket: RP09-115-001

Substitute Ninth Revised Sheet No. 12 Substitute Ninth Revised Sheet No. 12
Superseding: 1st Rev Seventh Revised Sheet No. 12

FUEL REIMBURSEMENT PERCENTAGES
FOR ALL RATE SCHEDULES

	Minimum Percent	Maximum Percent
Storage Injection	3.59%	3.59%
Production Area	.44% 1/	1.84%
Market Area	.44%	.96%

1/ Applicable as provided in Section 13.5 of the General Terms and Conditions.

Effective Date: 01/01/2010 Status: Effective
FERC Docket: RP10-189-000

Tenth Revised Sheet No. 12 Tenth Revised Sheet No. 12
Superseding: Substitute Ninth Revised Sheet No. 12

FUEL REIMBURSEMENT PERCENTAGES
FOR ALL RATE SCHEDULES

	Minimum Percent	Maximum Percent
Storage Injection	1.45%	1.45%
Production Area	.26% 1/	1.33%
Market Area	.26%	.61%

1/ Applicable as provided in Section 13.5 of the General Terms and Conditions.

Sheet No. 13 Sheet No. 13 : Effective

Sheet Nos. 13-16 are reserved for future use.

List of Non-Conforming Service Agreements

1. Amendment dated May 23, 2001 between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Empire District Electric Company amending a Transportation Agreement dated December 31, 1996 and a Rate Agreement dated May 23, 2001 between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Empire District Electric Company.

2. Transportation Service Agreement dated May 23, 2001 between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Empire District Electric Company and a Rate Agreement dated May 23, 2001 between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Empire District Electric Company.

3. Transportation Service Agreement (Contract ID: TA15140) dated August 12, 2009, between Southern Star Central Gas Pipeline, Inc. (Southern Star) and Westar Energy, Inc. (Westar).

Sheet No. 18 Sheet No. 18 : Effective

Sheet Nos. 18-21 are reserved for future use.

First Revised Sheet No. 22 First Revised Sheet No. 22 : Effective
Superseding: Original Sheet No. 22

RESERVED FOR FUTURE USE

Sheet No. 23 Sheet No. 23 : Effective

Sheet Nos. 23-24 are reserved for future use.

Effective Date: 03/01/2006 Status: Effective
FERC Docket: RP06-188-000

First Revised Sheet No. 25 First Revised Sheet No. 25 : Effective
Superseding: Sheet Nos. 25 Through 32

SHEET NOS. 25 - 99 ARE RESERVED FOR FUTURE USE

ALLOCATION OF ACCOUNT NO. 191 BALANCE AT
OCTOBER 1, 1993

CUSTOMER	ALLOCATED PERCENTAGE	DIRECT BILL 9-19-94	DIRECT BILL 3-31-95
Olivet, City of	.00521%	$ 1,746	$ 63
Orlando, Town of	.00292%	978	35
Oronogo, City of	.00547%	1,833	66
Partridge, City of	.02357%	7,898	285
Peoples Gas Co.	.00040%	134	5
Peoples Natural Gas	.00714%	2,393	86
Plattsburg, City of	.10213%	34,222	1,237
Public Serv. Of Colo.	.02707%	9,071	328
Reading, City of	.01703%	5,706	206
Rural Gas Dist #1	.00338%	1,133	41
Southern Union	.00037%	124	4
Sylvia, City of	.03029%	10,150	367
United Cities	5.44869%	1,825,762	65,990
Uniontown, City of	.02386%	7,995	289
Viola, City of	.01202%	4,028	146
Wakita, Town of	.00827%	2,771	100
Walton, City of	.00070%	235	8
Wann, City of	.00759%	2,543	92
Total	100.00000%	$33,508,268	$1,211,125

Effective Date: 05/01/2003 Status: Effective
FERC Docket: RP03-352-000

Original Sheet No. 27 Original Sheet No. 27 : Superseded

ALLOCATION OF SETTLEMENT PAYMENT
TO AMOCO PRODUCTION CO.

CUSTOMER	ALLOCATED PERCENTAGE	DIRECT BILL
Missouri Gas Energy	41.54687%	$14,541,405
Western Resources	40.54740%	$14,191,590
Abbyville, City of	0.00000%	0
Altamont, City of	0.00000%	0
Americus Gas Co.	0.00000%	0
Ark. La. Gas Co.	0.00000%	0
Avant Gas Service Co.	0.00000%	0
Billings, Town of	0.00000%	0
Board of Public Util.	6.16637%	2,158,230
Burlingame, City of	0.00000%	0
Burlington, City of	0.00000%	0
Cassoday, City of	0.00000%	0
Consolidated Utilities	0.00000%	0
Copan, Town of	0.00000%	0
Danville, City of	0.00000%	0
Denison, City of	0.00000%	0
Eckerd, William	0.00000%	0
Eskridge, City of	0.00000%	0
Ford, City of	0.00000%	0
Freedom, Town of	0.00000%	0
Gate, Town of	0.00000%	0
Grady Co. Dist #1	0.00000%	0
Granby, City of	0.00000%	0
Greeley Gas Co.	0.51997%	181,990
KS. Public Service	1.75974%	615,909
Kechi, City of	0.00000%	0
Lancaster, City of	0.00000%	0
Le Ann Gass Co.	0.00000%	0
Mannford, Town of	0.00000%	0
Mo. Public Service	2.55054%	892,689
Mulhall Natural Gas	0.00000%	0
NE Public Gas Agency	0.00000%	0
Neosho Rapids	0.00000%	0
Norwich, City of	0.00000%	0
Oilton Pub. Works Auth.	0.00000%	0
OK Natural Gas	0.00000%	0

ALLOCATION OF SETTLEMENT PAYMENT
TO AMOCO PRODUCTION CO.

CUSTOMER	ALLOCATED PERCENTAGE	DIRECT BILL
Olivet, City of	0.00000%	$ 0
Orlando, Town of	0.00000%	0
Oronogo, City of	0.00000%	0
Partridge, City of	0.00000%	0
Peoples Gas Co.	0.00000%	0
Peoples Natural Gas	0.00000%	0
Plattsburg, City of	0.00000%	0
Public Serv. of Colo.	0.00000%	0
Reading, City of	0.00000%	0
Reading, City of	0.00000%	0
Rural Gas Dist #1	0.00000%	0
Southern Union	0.00000%	0
Sylvia, City of	0.00000%	0
United Cities	5.44869%	1,907,042
Uniontown, City of	0.00000%	0
Viola, City of	0.00000%	0
Wakita, Town of	0.00000%	0
Walton, City of	0.00000%	0
Wann, City of	0.00000%	0
Subtotal	98.53958%	$34,488,855
Southern Star Absorption	1.46042%	511,145
Total	100.00000%	$35,000,000

RECOVERY OF GAS SUPPLY REALIGNMENT COSTS
PURSUANT TO ARTICLE 14
OF THE GENERAL TERMS AND CONDITIONS

	Direct Bill (Refund)
Missouri Gas Energy	$ 8,080,918
City Utilities Of Springfield	1,165,774
Empire District Electric	811,210
Greeley Gas Co.	11,536
Kansas City Power & Light	34,336
Utilicorp United, Inc.	556,932
Granby Mo, City Of	12,207
Liberal Mo	4,619
Oronogo Mo, City Of	1,884
Plattsburg Mo, City Of	22,664
Marshall Municipal Utilities	2,393
Ozark Natural	166,854
Tartan Energy Company	(55,760)
Southern Missouri Gas Company	312,301
Wheaton Natural Gas Systems	14,706
Abbyville, City Of	35
Americus Gas Co.	15,707
Acme Brick	40,544
AFG Industries	33,092
Ag Processing	16,034
Altamont Municipal Gas Authority	39,751
Amoco Production	1,150
Argonia, Ks, City Of	10,977
Arkansas Louisiana Gas Co.	62,252
Avant Gas Service Co.	5,017
Aquila Energy Marketing	148,177
Aquila Energy Transportation	(2,967)
Associated Purchasing Service	(1,899)
Auburn, Kansas	53,636
Barrett Resources Corp.	(4,119)
Bayer Corporation	21,330
Billings Oklahoma, Town Of	8,519
Burlingame Kansas, City Of	1,786
KMGA (Burlingame)	(2,354)
Burlington Ok, Town Of	4,971
Cassoday, City of	(92)
Central Missouri University	(1,167)
Certainteed Corporation	149,912
Citizens Gas Co.	4,804
Cleveland Municipal Authority	56,509
Commercial Pipeline	2,537
Commissioners Of The Land	5,406
Conagra	18,587
Conoco, Inc.	569
Continental Natural Gas , Inc.	105,438
Copan Ok, Town Of	11,741
Danville Ks, City Of	(1)

RECOVERY OF GAS SUPPLY REALIGNMENT COSTS
PURSUANT TO ARTICLE 14
OF THE GENERAL TERMS AND CONDITIONS

	Direct Bill (Refund)
Denison Ks, City Of	$ 4,911
Drumright Gas Authority	1
Dynegy	4,950
Eckert Gas Company	1,793
Energy Source, Inc.	(15,128)
Enserch Energy	2,345
Enserco Energy	270,285
Eskridge Ks, City Of	391
Excel Corporation	108,337
FAG Bearing	5,534
Flint Hills Gas Co.	1,782
Ford Motor Company	(31,563)
WESCO (Ford Motor)	32,794
Ford, Kansas	3,935
Freedom Municipal Trust Auth	6,444
Gate, Town Of	3,184
General Motors Corporation	268,116
GPM Gas Corporation	2,514
Grainville	93
Greeley Gas Co.	778,165
Grove Municipal Services Auth	300,392
Hamilton, Ks	8,210
Haucke Pipeline Co.	8,222
Heartland Cement	13,401
Howard, Ks	34,452
Iola, Ks	181,716
Jane Phillips Memorial Medical	10,602
Kansas Gas Service	21,214,140
Kansas Gas Marketing	260,115
Kansas Gas Supply	214
Kansas Municipal Gas Association	614,179
Kansas Public Service	7,875
Kechi, KS, City of	(368)
Lancaster Ks, City Of	70
Lawrence Paper Company	16,019
Le Ann Gas Co.	76,620
Lebo, Ks	17,662
Mannford Ok, Town Of	39,291
Mapco Natural Gas Liquids	(10,309)
Margasco Partnership	36,761
Mclouth, Ks	26,979
Miami Gas Co.	4,990
Mid-West Gas Co.	11,943
Mountain Energy Corporation	574,534
Mountain Iron $ Supply	(17,349)
Mulberry, City Of	10,687

RECOVERY OF GAS SUPPLY REALIGNMENT COSTS
PURSUANT TO ARTICLE 14
OF THE GENERAL TERMS AND CONDITIONS

	Direct Bill (Refund)
Mulhall Natural Gas Co.	$ 45
Natural Gas Clearinghouse	7,263
Nebraska Municipal Power Pool	243,612
Rural Gas District # 1-Nelagoney	556
Neodesha, Kansas	160,365
Neosho Rapids	47
Norwich Ks, City Of	204
Oilton Public Works Authority	260
Oklahoma Natural Gas Co.	174
Olivet, City of	(38)
Oneok Gas Marketing	2,738,836
Orlando, Town Of	3,247
Pacific Gas & Electric	90,785
Partridge Ks, City Of	97
Peoples Gas Company	17
Peoples Natural Gas Co.	6,981
Petro Source	2,023
PG&E Energy Trading Corporation	(5,807)
Plevna, City Of	23
Public Service Of Colorado	5,845
Questar Energy Trading	140,401
Reading Ks, City Of	7,283
Rural Water - Grady County	(43)
Severy Gas Company	6,387
Stark, City Of	51
Sylvia Ks , City Of	95
Talbot	3,428
Tenaska	(4,399)
Tri-City Gas Co.	490
Tyson Foods, Inc.	70,413
Union Pacific Fuels	1,015,735
United Cities Gas Co.	3,818,245
Uniontown, City Of	62
Universal Resources Gas Corp.	(3,597)
US Gypsum	204,655
Utilicorp United, Inc.	1,913,416
Utilicorp Energy Solutions	375,538
Viola, City Of	2,364
Vulcan Chemicals	263,254
Wakita Utilities Authority	10,131
Wann Public Works Authority	3,311
WBI Production	204,226
Westar (Oneok Gas Marketing)	(149,104)
Western Resources, Inc.	65,539
Williams Energy Services Co.	3,074,583
Williams Field Services	317,141
Yale Gas Co.	13,788
Total	$51,446,315

Sheet No. 32 Sheet No. 32 : Effective

Sheet Nos. 32-99 are reserved for future use.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

1. AVAILABILITY

This rate schedule is available to any person (Shipper) for the firm storage of gas and the firm transportation of gas through Southern Star's transmission facilities in the Production Area for Rate Schedule TSS-P, and for the firm storage of gas and the firm transportation of gas through Southern Star's transmission facilities in the Production Area, if applicable, and Market Area for Rate Schedule TSS-M, under the following conditions:

(a) Service under this rate schedule shall be made available to any Shipper only to the extent that Southern Star determines it has available capacity to provide the service consistent with operating conditions on its system.

(b) Shipper shall provide the information, fees and other payments specified by Section 8 of the General Terms and Conditions and shall execute a TSS-P Service Agreement or a TSS-M Service Agreement for service under this rate schedule in the form provided in this tariff, specifying a Maximum Daily Transportation Quantity (MDTQ) by area, Primary Receipt Point(s) including storage, Primary Delivery Point(s), the Maximum Daily Quantity (MDQ) for each Primary Receipt Point and each Primary Delivery Point, a Maximum Daily Withdrawal Quantity (MDWQ), and a Maximum Storage Quantity (MSQ).

(c) Service under this rate schedule is subject to right of first refusal and bidding procedures set forth in Section 6 of the General Terms and Conditions.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

1. AVAILABILITY (Cont'd)

(d) Service under this rate schedule is available at all existing and new delivery points except for delivery points to other pipelines. In addition, no delivery point may be utilized by more than one no-notice Service Agreement under Rate Schedules TSS or STS unless a predetermined allocation agreement (PDA) as provided in Section 5 of the General Terms and Conditions is in effect covering all gas delivered at such delivery point.

(e) Any of the component parts of Rate Schedule TSS-P (FTS-P and FSS) or of Rate Schedule TSS-M (FTS-P, FTS-M, and FSS) may be separately assigned. If any component parts of Rate Schedule TSS-P or TSS-M are separately assigned, the assignee shall have no rights to receive "no-notice" service under this rate schedule; however, subject to the provisions of Section 11 of the General Terms and Conditions, the assignee of the FTS component shall have the same receipt and delivery point flexibility as any other Shipper under Rate Schedule FTS. In addition, Southern Star's obligation to provide no-notice service to any assignor under this rate schedule shall be limited to the service retained by such assignor only to the extent the component parts of such retained service are within the range of permissible MDTQs as specified in Section 2 (d) of this rate schedule. Any additional service retained by assignor beyond these proportions shall be treated as stand-alone, nominated, component-part service(s).

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) This rate schedule shall apply to transportation and storage of gas by Southern Star pursuant to the executed TSS Service Agreement.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(b) Service under this rate schedule shall be on a firm basis up to the MDTQ for each area; the MSQ, MDIQ and MDWQ for storage; and the MDQ for each Primary Receipt and Primary Delivery Point specified in the executed TSS Service Agreement. Service shall consist of the acceptance by Southern Star of natural gas tendered by Shipper at the Primary Receipt Point(s) on Southern Star's system specified in the executed TSS Service Agreement, the storage of gas, the transportation of such gas through Southern Star's pipeline system, and the delivery of a quantity of natural gas on a no-notice basis with the thermal equivalent of the quantity received at the Primary Receipt Point(s) and from storage, after the appropriate reductions for fuel and loss, up to the MDTQ for each area and the MDQ's specified in the executed TSS Service Agreement, to Shipper or for Shipper's account at the Primary Delivery Point(s) on Southern Star's system specified in the executed TSS Service Agreement. Shippers may also utilize secondary receipt and delivery points as specified in Section 4 of the General Terms and Conditions.

(c) Gas stored under this rate schedule may be sold in place to other parties having sufficient available Rate Schedules FSS or ISS storage capacity. Parties wishing to make sales of gas in place must obtain confirmation from Southern Star 24 hours prior to the proposed effective date of such sale that the quantity proposed to be sold is available and shall notify Southern Star in writing that such sale has occurred by the effective date of the transaction.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(b) Service under this rate schedule shall be on a firm basis up to the MDTQ for each area; the MSQ, MDIQ and MDWQ for storage; and the MDQ for each Primary Receipt and Primary Delivery Point specified in the executed TSS Service Agreement. Service shall consist of the acceptance by Southern Star of natural gas tendered by Shipper at the Primary Receipt Point(s) on Southern Star's system specified in the executed TSS Service Agreement, the storage of gas, the transportation of such gas through Southern Star's pipeline system, and the delivery of a quantity of natural gas on a no-notice basis with the thermal equivalent of the quantity received at the Primary Receipt Point(s) and from storage, after the appropriate reductions for fuel and loss, up to the MDTQ for each area and the MDQ's specified in the executed TSS Service Agreement, to Shipper or for Shipper's account at the Primary Delivery Point(s) on Southern Star's system specified in the executed TSS Service Agreement. Shippers may also utilize secondary receipt and delivery points as specified in Section 4 of the General Terms and Conditions.

(c) Gas stored under this rate schedule may be sold in place to other parties having sufficient available Rate Schedules FSS or ISS storage capacity. Parties wishing to make sales of gas in place must notify Southern Star in writing that such sale has occurred by the effective date of the transaction.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(d) Any Shipper under this rate schedule shall specify a MDTQ by area in the executed Trans-Storage Service Agreement. When Shipper requires deliveries at its MDTQ, at least one-third of but no more than one-half of the total deliveries of gas shall be from flowing supply sources and at least one-half of but no more than two-thirds of the total deliveries of gas shall be from storage. Shippers under Rate Schedule TSS-M shall have transportation quantity rights in the market area equal to the MDTQ of the service agreement, firm storage withdrawal rights equal to at least one-half of but no more that two-thirds of the MDTQ of the service agreement, and transportation quantity rights in the production area (if applicable) equal to no more than one-half of the MDTQ of the service agreement (plus all fuel and loss in the market area). Shippers under Rate Schedule TSS-P shall have transportation quantity rights in the production area equal to the MDTQ under the service agreement and firm storage withdrawal rights equal to at least one-half of but no more that two-thirds of the MDTQ under the service agreement.

3. RATE

(a) Shipper shall agree to pay for all services rendered under the executed Trans-Storage Service Agreement in accordance with this Rate Schedule TSS, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial rates and all subsequent revisions to such rates shall be provided in writing to Shipper by Southern Star.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

3. RATE (Cont'd)

(b) The maximum and minimum TSS rates for each component part of this service (FTS-P, FTS-M, FSS and no-notice fee) shall be the current Effective Rates shown on the effective applicable Tariff Sheet No. 10, 10A, or 11 in Volume No. 1 of this Tariff. TSS-P rates are applicable to the injection of gas into or withdrawal of gas from storage (FSS) and the delivery of gas in the Production Area which was received in the Production Area (FTS-P). TSS-M rates are applicable to the injection of gas in the Market Area which was received in the Production or Market Areas (FTS-P and FTS-M). The no-notice fee is applicable to FTS-P component quantity rights under Rate Schedule TSS-P and to FTS-M component quantity rights under Rate Schedule TSS-M.

(c) Southern Star may charge any rate between the maximum and minimum rates stated on the applicable Tariff Sheet No. 10, 10A, or 11 on a non-discriminatory basis. Shipper's delivery of gas quantities to Southern Star after the effective date of any discounted rates shall be deemed acceptance by Shipper of such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. The rate for reassigned capacity under this rate schedule will be established pursuant to Section 11 of the General Terms and Conditions. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(d) Southern Star is not required to offer or provide service at any rate less than the maximum rate(s) or charge(s) specified on the applicable Tariff Sheet No. 10, 10A, or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

(e) The charges for service under this rate schedule shall also include other allocated costs or any surcharges permitted by the Federal Energy Regulatory Commission on any component part of such service.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

3. RATE (Cont'd)

(f) Fuel and loss is to be reimbursed in kind and is separately stated for each of the component parts of this service. Fuel and Loss for FTS-P will be based on received quantities. Fuel and loss for FTS-M will be based upon received quantities. Fuel and loss for FSS will be based upon the net daily quantities injected into storage.

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Reservation Charge(s), the applicable Commodity Charge(s), and the applicable surcharges, as follows:

(a) (i) The Reservation Charge for TSS-P Service shall be the product of (1) the sum of the daily quantity rights for each component part of TSS-P (FTS-P and FSS) and (2) the applicable Maximum Reservation Rate for the component part services of TSS-P or such lesser Reservation Rate(s) as may have been made effective from time to time during the billing period, plus any applicable reservation surcharges.

(ii) The Reservation Charge for TSS-M shall be the product of (1) the sum of the daily quantity rights for each component part of TSS-M (FTS-P if applicable, FTS-M and FSS) and (2) the applicable Maximum Reservation Rate for the component part services of TSS-M or such lesser Reservation Rate(s) as may have been made effective from time to time during the billing period, plus any applicable reservation surcharges.

(iii) Southern Star will not assess reservation surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

3. RATE (Cont'd)

(f) Fuel and loss is to be reimbursed in kind and is separately stated for each of the component parts of this service. Fuel and Loss for FTS-P will be based on received quantities from receipt points, pooling agreements, or withdrawn from storage in the production area. Fuel and loss for FTS-M will be based upon received quantities from receipt points, pooling agreements, or withdrawn from storage in the market area. Fuel and loss for FSS will be based upon the net daily quantities injected into storage.

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Reservation Charge(s), the applicable Commodity Charge(s), and the applicable surcharges, as follows:

(a) (i) The Reservation Charge for TSS-P Service shall be the product of (1) the sum of the daily quantity rights for each component part of TSS-P (FTS-P and FSS) and (2) the applicable Maximum Reservation Rate for the component part services of TSS-P or such lesser Reservation Rate(s) as may have been made effective from time to time during the billing period, plus any applicable reservation surcharges.

(ii) The Reservation Charge for TSS-M shall be the product of (1) the sum of the daily quantity rights for each component part of TSS-M (FTS-P if applicable, FTS-M and FSS) and (2) the applicable Maximum Reservation Rate for the component part services of TSS-M or such lesser Reservation Rate(s) as may have been made effective from time to time during the billing period, plus any applicable reservation surcharges.

(iii) Southern Star will not assess reservation surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

4. MONTHLY BILL (Cont'd)

(b) (i) The Commodity Charge for TSS-P Service shall be the sum of (1) the sum of the net daily quantities injected into or withdrawn from storage during the billing period times the applicable Commodity Rate for the FSS component of TSS-P service, plus applicable commodity surcharges, and (2) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool during the billing period times the applicable Commodity Rate for the FTS-P component of TSS-P service, plus applicable commodity surcharges.

(ii) The Commodity Charge for TSS-M service shall be the sum of (1) the sum of the net daily quantities injected into or withdrawn from storage during the billing period times the applicable Commodity Rate for the FSS component of TSS-M services, plus applicable commodity surcharges, (2) the sum of the daily quantities delivered to the Production Area/Market Area interface and to the Market Area Pool during the billing period times the applicable Commodity Rate for the FTS-P component of TSS-M, plus applicable commodity surcharges, and (3) the sum of the daily quantities delivered in the Market Area during the billing period times the applicable Commodity Rate for the FTS-M component of TSS-M service, plus applicable commodity surcharges.

(iii) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(c) The bill shall include any daily Authorized Overrun Delivery charge determined pursuant to Section 5 of this rate schedule.

(d) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

4. MONTHLY BILL (Cont'd)

(b) (i) The Commodity Charge for TSS-P Service shall be the sum of (1) the sum of the net daily quantities injected into or withdrawn from storage during the billing period times the applicable Commodity Rate for the FSS component of TSS-P service, plus applicable commodity surcharges, and (2) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool and injected into storage in the Production Area during the billing period times the applicable Commodity Rate for the FTS-P component of TSS-P service, plus applicable commodity surcharges.

(ii) The Commodity Charge for TSS-M service shall be the sum of (1) the sum of the net daily quantities injected into or withdrawn from storage during the billing period times the applicable Commodity Rate for the FSS component of TSS-M services, plus applicable commodity surcharges, (2) the sum of the daily quantities delivered in the Production Area, to the Production Area/Market Area Interface, from a Production Area pool to the Market Area Pool, and injected into storage in the Production Area during the billing period times the applicable Commodity Rate for the FTS-P component of TSS-M, plus applicable commodity surcharges, and (3) the sum of the daily quantities delivered in the Market Area and injected into storage in the Market Area during the billing period times the applicable Commodity Rate for the FTS-M component of TSS-M service, plus applicable commodity surcharges.

(iii) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(c) The bill shall include any daily Authorized Overrun Delivery charge determined pursuant to Section 5 of this rate schedule.

(d) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

5. AUTHORIZED OVERRUN DELIVERIES

Service under this rate schedule on any day shall not exceed the MDTQ within each area, MDIQ, MSQ, MDWQ or, the individual MDQ's for each delivery point within such area. However, Southern Star may, at the request of Shipper, receive, store, transport and deliver on any day quantities in excess of the MDTQ, MSQ, MDIQ, MDWQ or of the individual MDQ's within each area when, and to the extent, in Southern Star's reasonable judgment, the delivery capacity of its system so permits without impairing the ability of Southern Star to meet its obligations to any of its firm service customers. The applicable maximum and minimum rate for any such overrun deliveries shall be as stated on effective Tariff Sheet No. 10 or 11, and absent a specific agreement specifying a discounted rate, the maximum rate shall apply. Such Authorized Overrun Deliveries shall be subject to the same operating terms and conditions as are extended to service provided under Rate Schedules ITS and ISS and shall not interrupt flowing STS, TSS, FSS, SFT and FTS service. The authorized overrun charge shall only be charged if the MDTQ, MSQ, MDIQ or the MDWQ for any area is exceeded under any service agreement.

6. STORAGE OPERATIONS

The FSS component part of this rate schedule shall be subject to the terms and provisions of Rate Schedule FSS Sections 2 and 3.

7. OPERATIONAL PLAN AND OPERATIONAL FLOW ORDERS

Southern Star and customers under this Rate Schedule TSS will jointly develop operational plans by March 1 and October 1 of each year. Such plans shall cover injection into and withdrawal from storage, sourcing of receipts, swing supply capability, planned maintenance, and other necessary operational situations. Such plans will guide system operations and will be updated monthly or more frequently if necessary.

Southern Star may issue operational flow orders as provided in Section 10 of the General Terms and Conditions to all Shippers under this rate schedule.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

5. AUTHORIZED OVERRUN DELIVERIES

Service under this rate schedule on any day shall not exceed the MDTQ within each area, MDIQ, MSQ, MDWQ or, the individual MDQ's for each delivery point within such area. However, Southern Star may, at the request of Shipper, receive, store, transport and deliver on any day quantities in excess of the MDTQ, MSQ, MDIQ, MDWQ or of the individual MDQ's within each area when, and to the extent, in Southern Star's reasonable judgment, the delivery capacity of its system so permits without impairing the ability of Southern Star to meet its obligations to any of its firm service customers. The applicable maximum and minimum rate for any such overrun deliveries shall be as stated on the effective applicable Tariff Sheet No. 10, 10A, or 11, and absent a specific agreement specifying a discounted rate, the maximum rate shall apply. Such Authorized Overrun Deliveries shall be subject to the same operating terms and conditions as are extended to service provided under Rate Schedules ITS and ISS and shall not interrupt flowing STS, TSS, FSS, SFT and FTS service. The authorized overrun charge shall only be charged if the MDTQ, MSQ, MDIQ or the MDWQ for any area is exceeded under any service agreement.

6. STORAGE OPERATIONS

The FSS component part of this rate schedule shall be subject to the terms and provisions of Rate Schedule FSS Sections 2 and 3.

7. OPERATIONAL PLAN AND OPERATIONAL FLOW ORDERS

Southern Star and customers under this Rate Schedule TSS will jointly develop operational plans by March 1 and October 1 of each year. Such plans shall cover injection into and withdrawal from storage, sourcing of receipts, swing supply capability, planned maintenance, and other necessary operational situations. Such plans will guide system operations and will be updated monthly or more frequently if necessary.

Southern Star may issue operational flow orders as provided in Section 10 of the General Terms and Conditions to all Shippers under this rate schedule.

TSS RATE SCHEDULE
Trans-Storage Service

TSS-P Production Area
TSS-M Market Area

8. RESERVATION CHARGE CREDITS

If, except for reasons of force majeure, Southern Star is unable to deliver during any one or more days the quantity of natural gas which Shipper delivers to Southern Star and desires to transport from primary receipts points to primary delivery points, up to the MDTQ, then the Reservation Charge as otherwise determined shall be reduced by an amount equal to the difference between the quantity of natural gas actually delivered on the day(s) involved and the quantity of natural gas, up to the MDTQ, which Shipper in good faith demanded to receive on such day(s) times the applicable Reservation Rate and Reservation Surcharges stated on a daily basis.

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions as effective from time to time are applicable to this rate schedule and hereby made a part hereof.

STS RATE SCHEDULE
Small Customer Trans-Storage Service

STS-P Production Area
STS-M Market Area

1. AVAILABILITY

This rate schedule is available to any small customer for the firm storage of gas and the firm transportation of gas through Southern Star's transmission facilities in the Production Area for Rate Schedule STS-P, and for the firm storage of gas and the firm transportation of gas through Southern Star's transmission facilities in the Production Area, if applicable, and Market Area for Rate Schedule STS-M, under the following conditions:

(a) Small customer as used in this rate schedule means a local distribution company or municipal distribution system directly connected to Southern Star' system whose total demand for gas is less than or equal to 10,000 Dth on any day.

(b) Service under this rate schedule shall be made available to any Shipper only to the extent that Southern Star determines it has available capacity to provide the service consistent with operating conditions on its system.

(c) Shipper shall provide the information, fees and other payments specified by Section 8 of the General Terms and Conditions and shall execute and STS Service Agreement for service under this rate schedule in the form provided in this tariff, specifying a Maximum Daily Transportation Quantity (MDTQ) by area, Primary Receipt Point(s) including storage, Primary Delivery Point(s), the Maximum Daily Quantity (MDQ) for each Primary Receipt Point and each Primary Delivery Point, a Maximum Daily Withdrawal Quantity (MDWQ) from storage, and a Maximum Storage Quantity (MSQ).

(d) Service under this rate schedule is subject to right of first refusal and bidding procedures set forth in Section 6 of the General Terms and Conditions.

STS RATE SCHEDULE
Small Customer Trans-Storage Service

STS-P Production Area
STS-M Market Area

1. AVAILABILITY (Cont'd)

(e) Service under this rate schedule is available at all existing and new delivery points except for delivery points to other pipelines. In addition, no delivery point may be utilized by more than one no-notice Service Agreement under Rate Schedules TSS or STS unless a predetermined allocation agreement (PDA) as provided in Section 5 of the General Terms and Conditions is in effect covering all gas delivered at such delivery point.

(f) Service under this rate schedule may not be assigned under the Mechanism provided in Section 11 of the General Terms and Conditions.

(g) Shippers under this rate schedule may not receive deliveries of gas at delivery points specified on their executed Service Agreement hereunder (1) under Rate Schedule ITS, (2) as a Replacement Shipper under the Firm Capacity Reassignment provisions of Section 11 of the General Terms and Conditions, or (3) from third parties, unless such Shipper has completely utilized its MDTQ hereunder.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) This rate schedule shall apply to transportation and storage of gas by Southern Star pursuant to the executed STS Service Agreement.

STS RATE SCHEDULE
Small Customer Trans-Storage Service

STS-P Production Area
STS-M Market Area

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(b) Service under this rate schedule shall be on a firm basis up to the MDTQ for each area, the MDIQ and MDWQ for storage and the MDQ for each Primary Receipt and Primary Delivery Point specified in the executed STS Service Agreement and shall consist of the acceptance by Southern Star of natural gas tendered by Shipper at the Primary Receipt Point(s) on Southern Star's system specified in the executed STS Service Agreement, the storage of gas, the transportation of such gas through Southern Star's pipeline system, and the delivery of a quantity of natural gas on a no-notice basis with the thermal equivalent of the quantity received at the Primary Receipt Point(s) and from storage, after the appropriate reductions for fuel and loss, up to the MDTQ for each area and the MDQ's specified in the executed STS Service Agreement, to Shipper or for Shipper's account at the Primary Delivery Point(s) on Southern Star's system specified in the executed STS Service Agreement. Shippers may also utilize secondary receipt points as specified in Section 4 of the General Terms and Conditions.

(c) Gas stored under this rate schedule may be sold in place to other parties having sufficient available Rate Schedules FSS or ISS storage capacity. Parties wishing to make sales of gas in place must notify Southern Star in writing that such sale has occurred by the effective date of the transaction.

STS RATE SCHEDULE
Small Customer Trans-Storage Service

STS-P Production Area
STS-M Market Area

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(d) Any Shipper under this rate schedule shall specify a MDTQ by area in the executed STS Service Agreement. When Shipper requires deliveries at its MDTQ, at least one-third of but no more than one-half of the total deliveries of gas shall be from flowing supply sources and at least one-half of but no more than two-thirds of the total deliveries of gas shall be from storage. Shippers under Rate Schedule STS-M shall have transportation quantity rights in the market area equal to the MDTQ of the service agreement, firm storage withdrawal rights equal to at least one-half of but no more than two-thirds of the MDTQ of the service agreement, and transportation quantity rights in the production area (if applicable) equal to no more than one-half of the MDTQ of the service agreement (plus all fuel and loss in the market area). Shippers under Rate Schedule STS-P shall have transportation quantity rights in the production area equal to the MDTQ under the service agreement and firm storage withdrawal rights equal to at least one-half of but no more than two-thirds of the MDTQ under the service agreement.

3. RATE

(a) Shipper shall agree to pay for all service rendered under the executed STS Service Agreement in accordance with this Rate Schedule STS, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial rates and all subsequent revisions to such rates shall be provided in writing to Shipper by Southern Star.

STS RATE SCHEDULE
Small Customer Trans-Storage Service
STS-P Production Area
STS-M Market Area

3. RATE (Cont'd)

(b) The maximum and minimum STS rates for each component part of this service (FTS-P, FTS-M, FSS and no-notice fee) shall be the Current Effective Rates shown on the effective Tariff Sheet No. 10 or 11 in Volume No. 1 of this Tariff. STS-P rates are applicable to the injection of gas into or withdrawal of gas from storage (FSS) and the delivery of gas in the Production Area which was received in the Production Area (FTS-P). STS-M rates are applicable to the injection of gas into or withdrawal of gas from storage (FSS) and the delivery of gas in the Market Area which was received in the Production or Market Areas (FTS-P and FTS-M).

(c) Southern Star may charge any rate between the maximum and minimum rates stated on Sheet No. 10 or 11 on a non-discriminatory basis. Shipper's delivery of gas quantities to Southern Star after the effective date of any discounted rates shall be deemed acceptance by Shipper of such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(d) Southern Star is not required to offer or provide service at any rate less than the maximum rate(s) or charge(s) specified on Tariff Sheet No. 10 or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

(e) The charges for service under this rate schedule shall include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.

(f) Fuel and loss is to be reimbursed in kind and is separately stated for each of the component parts of this service. Fuel and loss for FTS-P will be based upon received quantities from receipt points, pooling agreements, or withdrawn from storage in the Production Area. Fuel and loss for the FTS-M will be based upon received quantities from receipt points, pooling agreements, or withdrawn from storage in the Market Area. Fuel and loss under component part FSS will be based upon the net daily quantities injected into storage.

STS RATE SCHEDULE
Small Customer Trans-Storage Service

STS-P Production Area
STS-M Market Area

3. RATE (Cont'd)

(b) The maximum and minimum STS rates for each component part of this service (FTS-P, FTS-M, FSS and no-notice fee) shall be the Current Effective Rates shown on the effective applicable Tariff Sheet No. 10, 10A, or 11 in Volume No. 1 of this Tariff. STS-P rates are applicable to the injection of gas into or withdrawal of gas from storage (FSS) and the delivery of gas in the Production Area which was received in the Production Area (FTS-P). STS-M rates are applicable to the injection of gas into or withdrawal of gas from storage (FSS) and the delivery of gas in the Market Area which was received in the Production or Market Areas (FTS-P and FTS-M).

(c) Southern Star may charge any rate between the maximum and minimum rates stated on the applicable Tariff Sheet No. 10, 10A, or 11 on a non-discriminatory basis. Shipper's delivery of gas quantities to Southern Star after the effective date of any discounted rates shall be deemed acceptance by Shipper of such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(d) Southern Star is not required to offer or provide service at any rate less than the maximum rate(s) or charge(s) specified on the applicable Tariff Sheet No. 10, 10A, or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

(e) The charges for service under this rate schedule shall include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.

(f) Fuel and loss is to be reimbursed in kind and is separately stated for each of the component parts of this service. Fuel and loss for FTS-M will be based upon received volumes. Fuel and loss for the FTS-P will be based upon received volumes. Fuel and loss under component part FSS will be based upon the net daily quantities injected into storage.

STS RATE SCHEDULE
Small Customer Trans-Storage Service

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Commodity Charge and the applicable surcharges, as follows:

(a) (i) The Commodity Charge for STS-P shall be the product of (1) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool during the billing period and (2) the applicable Commodity Rate(s) for STS-P service, plus any applicable surcharges.

(ii) The Commodity Charge for STS-M shall be the sum of (a) the product of (1) the sum of the daily quantities delivered in the Market Area during the billing period and (2) the applicable Commodity Rate(s) for the STS-M component of STS-M service, and (b) the product of (1) the sum of the daily quantities delivered in the Production Area, to the Production Area/Market Area Interface, and to the Market Area Pool and (2) the applicable commodity rate(s) for the STS-P component of STS-M service, plus any applicable surcharges.

(iii) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) The bill shall include any daily Authorized Overrun Delivery charge determined pursuant to Section 5 of this rate schedule.

(c) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Commodity Charge and the applicable surcharges, as follows:

(a) (i) The Commodity Charge for STS-P shall be the product of (1) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool during the billing period and (2) the applicable Commodity Rate(s) for STS-P service, plus any applicable surcharges.

(ii) The Commodity Charge for STS-M shall be the sum of (a) the product of (1) the sum of the daily quantities delivered in the Market Area during the billing period and (2) the applicable Commodity Rate(s) for the STS-M component of STS-M service, and (b) the product of (1) the sum of the daily quantities delivered in the Production Area, to the Production Area/Market Area Interface, and to the Market Area Pool and (2) the applicable commodity rate(s) for the STS-P component of STS-M service, plus any applicable surcharges.

(iii) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) The bill shall include any daily Authorized Overrun Delivery charge determined pursuant to Section 5 of this rate schedule.

(c) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

STS RATE SCHEDULE
Small Customer Trans-Storage Service

STS-P Production Area
STS-M Market Area

5. AUTHORIZED OVERRUN DELIVERIES

Service under this rate schedule on any day shall not exceed the MDTQ within each area, MDIQ, MSQ, MDWQ, or the individual MDQ's for each delivery point within such area; provided, however, Southern Star may, at the request of Shipper, receive, store, transport and deliver on any day quantities in excess of the MDTQ, MDIQ, MDWQ or of the individual MDQ's within each area when, and to the extent, in Southern Star's reasonable judgment, the delivery capacity of its system so permits without impairing the ability of Southern Star to meet its full delivery obligations to any of its firm service customers. The applicable maximum and minimum rate for any such overrun deliveries shall be as stated on the effective applicable Tariff Sheet No. 10, 10A, or 11, and absent a specific agreement specifying a discounted rate, the maximum rate shall apply. Such Authorized Overrun Deliveries shall be subject to the same operating terms and conditions as are extended to service provided under Rate Schedule ITS and ISS and shall not interrupt flowing STS, TSS, FSS, SFT and FTS service. The authorized overrun charge shall only be charged if the MDWQ, MDIQ, MSQ, or the MDTQ for any area is exceeded under any service agreement.

6. STORAGE OPERATIONS

The FSS component part of this rate schedule shall be subject to the terms and provisions of Rate Schedule FSS Sections 2 and 3.

7. OPERATIONAL PLAN AND OPERATIONAL FLOW ORDERS

Southern Star and customers under this Rate Schedule STS will jointly develop an operational plan by March 1 and October 1 of each year. Such plans shall cover injection into and withdrawal from storage, sourcing of receipts, swing supply capability, planned maintenance, and other necessary operational situations. Such plans will guide system operations and will be updated monthly or more frequently if necessary.

Southern Star may issue operational flow orders as provided in Section 10 of the General Terms and Conditions to all Shippers under this rate schedule.

STS RATE SCHEDULE
Small Customer Trans-Storage Service

STS-P Production Area
STS-M Market Area

8. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions as effective from time to time, are applicable to this rate schedule and hereby made a part hereof.

FTS RATE SCHEDULE
Firm Transportation Service

FTS-P Production Area
FTS-M Market Area

1. AVAILABILITY

This rate schedule is available to any person (Shipper) for the firm transportation of gas through Southern Star's transmission facilities in the Production Area for Rate Schedule FTS-P, through Southern Star's transmission facilities in the Market Area for Rate Schedule FTS-M, or both, under the following conditions:

(a) Service under this rate schedule shall be made available to any Shipper only to the extent that Southern Star determines it has available capacity to provide the service consistent with operating conditions on its system.

(b) Shipper shall provide the information, fees and other payments specified by Section 8 of the General Terms and Conditions and shall execute an FTS Service Agreement for service under this rate schedule in the form provided in this tariff, specifying a Maximum Daily Transportation Quantity (MDTQ) for each area, Primary Receipt Point(s), Primary Delivery Point(s), and the Maximum Daily Quantity (MDQ) for each Primary Receipt Point and each Primary Delivery Point.

(c) Service under this rate schedule is subject to right of first refusal and bidding procedures set forth in Section 6 of the General Terms and Conditions.

FTS RATE SCHEDULE
Firm Transportation Service

FTS-P Production Area
FTS-M Market Area

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) This rate schedule shall apply to all natural gas transported by Southern Star pursuant to the executed FTS Service Agreement.

(b) Transportation service under this rate schedule shall be on a firm basis up to the MDTQ for each area and the Maximum Daily Quantity (MDQ) for each Primary Receipt and Primary Delivery Point specified in the executed FTS Service Agreement and shall consist of the acceptance by Southern Star of natural gas tendered by Shipper at the Primary Receipt Point(s) on Southern Star's system specified in the executed FTS Service Agreement, the transportation of such gas through Southern Star's pipeline system, and the delivery of a quantity of natural gas with the thermal equivalent of the quantity received at the Primary Receipt Point(s), after the appropriate reductions for fuel and loss, up to the MDTQ for each area and the MDQ's specified in the executed FTS Service Agreement, to Shipper or for Shipper's account at the Primary Delivery Point(s) on Southern Star's system specified in the executed FTS Service Agreement. Shippers may also utilize secondary receipt and delivery points as specified in Section 4 of the General Terms and Conditions.

3. RATE

(a) Shipper shall agree to pay for all service(s) rendered under the executed FTS Service Agreement in accordance with this Rate Schedule FTS, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial transportation rates and all subsequent revisions to such rates shall be provided in writing to Shipper by Southern Star.

FTS RATE SCHEDULE
Firm Transportation Service

FTS-P Production Area
FTS-M Market Area

3. RATE (Cont'd)

(b) The maximum and minimum Transportation Rates for each area shall be the Current Effective Rates shown on the effective Tariff Sheet No. 10 or 11 in Volume No. 1 of this Tariff. The Production Area rates are applicable to any gas which is transported through all or any part of the Production Area. The Market Area rates are applicable to any gas which is transported through all or any part of the Market Area. For nominations to a processing plant as provided under Section 8.14 of the General Terms and Conditions, the rate charged for delivery of gas pursuant to such nominations shall be applicable only to that quantity of gas delivered to the plant pursuant to such nominations which is not again received back into Southern Star's pipeline system for any Shipper's account at the plant tailgate.

(c) Southern Star may charge any rate between the maximum and minimum rates stated on Sheet No. 10 or 11 on a non-discriminatory basis. Shipper's delivery of gas quantities to Southern Star after the effective date of any discounted rates shall be deemed acceptance by Shipper of such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. The rate for reassigned capacity under this rate schedule will be established pursuant to Section 11 of the General Terms and Conditions. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(d) Southern Star is not required to offer or provide service at any rate less than the maximum rate(s) or charge(s) specified on Tariff Sheet No. 10 or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

(e) The charges for service under this rate schedule shall also include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.

(f) Fuel and loss is to be reimbursed in kind and is separately stated for each service. Fuel and loss for FTS-P will be based upon quantities received from receipt points, pooling agreements, or withdrawn from storage in the Production Area. Fuel and loss for FTS-M will be based upon quantities received from receipt points, pooling agreements, or withdrawn from storage in the Market Area.

FTS RATE SCHEDULE
Firm Transportation Service

FTS-P Production Area
FTS-M Market Area

3. RATE (Cont'd)

(b) The maximum and minimum Transportation Rates for each area shall be the Current Effective Rates shown on the effective applicable Tariff Sheet No. 10, 10A, or 11 in Volume No. 1 of this Tariff. The Production Area rates are applicable to any gas which is transported through all or any part of the Production Area. The Market Area rates are applicable to any gas which is transported through all or any part of the Market Area. For nominations to a processing plant as provided under Section 8.12 of the General Terms and Conditions, the rate charged for delivery of gas pursuant to such nominations shall be applicable only to that quantity of gas delivered to the plant pursuant to such nominations which is not again received back into Southern Star's pipeline system for any Shipper's account at the plant tailgate.

(c) Southern Star may charge any rate between the maximum and minimum rates stated on the applicable Tariff Sheet No. 10, 10A, or 11 on a non-discriminatory basis. Shipper's delivery of gas quantities to Southern Star after the effective date of any discounted rates shall be deemed acceptance by Shipper of such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. The rate for reassigned capacity under this rate schedule will be established pursuant to Section 11 of the General Terms and Conditions. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(d) Southern Star is not required to offer or provide service at any rate less than the maximum rate(s) or charge(s) specified on the applicable Tariff Sheet No. 10, 10A, or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

(e) The charges for service under this rate schedule shall also include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.

(f) Fuel and loss is to be reimbursed in kind and is separately stated for each service. Fuel and loss for FTS-P will be based upon quantities received in the Production Area. Fuel and loss for FTS-M will be based upon quantities received in the Market Area.

FTS RATE SCHEDULE
Firm Transportation Service

FTS-P Production Area
FTS-M Market Area

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Reservation Charge, the applicable Commodity Charge, and the applicable surcharges, as follows:

(a) (i) The Reservation Charge for FTS-P Service shall be the product of (1) the sum of the MDTQ rights for the Production Area and (2) the sum of the Maximum Reservation Rate and the Maximum Reservation Balancing Fee for FTS-P Service or such lesser Reservation Rate(s) as may have been made effective during the billing period, plus any applicable reservation surcharges.

(ii) The Reservation Charge for FTS-M service shall be the product of (1) the sum of the MDTQ rights for the Market Area and (2) the sum of the Maximum Reservation Rate and the Maximum Reservation Balancing Fee for FTS-M service or such lesser Reservation Rate(s) as may have been made effective during the billing period, plus any applicable reservation surcharges.

(iii) Southern Star will not assess reservation surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) (i) The Commodity Charge for FTS-P service shall be the product of (1) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool during the billing period and (2) the sum of the FTS-P Commodity Rate and the Commodity Balancing Fee, plus any applicable commodity surcharges.

(ii) The Commodity Charge for FTS-M Service shall be the product of (1) the sum of the daily quantities delivered in the Market Area during the billing period and (2) the sum of the FTS-M Commodity Rate and the Commodity Balancing Fee, plus any applicable commodity surcharges.

FTS RATE SCHEDULE
Firm Transportation Service

FTS-P Production Area
FTS-M Market Area

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Reservation Charge, the applicable Commodity Charge, and the applicable surcharges, as follows:

(a) (i) The Reservation Charge for FTS-P Service shall be the product of (1) the sum of the MDTQ rights for the Production Area and (2) the sum of the Maximum Reservation Rate and the Maximum Reservation Balancing Fee for FTS-P Service or such lesser Reservation Rate(s) as may have been made effective during the billing period, plus any applicable reservation surcharges.

(ii) The Reservation Charge for FTS-M service shall be the product of (1) the sum of the MDTQ rights for the Market Area and (2) the sum of the Maximum Reservation Rate and the Maximum Reservation Balancing Fee for FTS-M service or such lesser Reservation Rate(s) as may have been made effective during the billing period, plus any applicable reservation surcharges.

(iii) Southern Star will not assess reservation surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) (i) The Commodity Charge for FTS-P service shall be the product of (1) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool and injected into storage in the Production Area during the billing period and (2) the sum of the FTS-P Commodity Rate and the Commodity Balancing Fee, plus any applicable commodity surcharges.

(ii) The Commodity Charge for FTS-M Service shall be the product of (1) the sum of the daily quantities delivered in the Market Area and injected into storage in the Market Area during the billing period and (2) the sum of the FTS-M Commodity Rate and the Commodity Balancing Fee, plus any applicable commodity surcharges.

FTS RATE SCHEDULE
Firm Transportation Service

FTS-P Production Area
FTS-M Market Area

4. MONTHLY BILL (Cont'd)

(iii) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(c) The bill shall include any daily Authorized Overrun Delivery charge determined pursuant to Section 5 of this rate schedule.

(d) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

5. AUTHORIZED OVERRUN DELIVERIES

Transportation service under this rate schedule on any day shall not exceed the MDTQ within each area or, the sum of the MDQ's for all Delivery Points within such area. However, Southern Star may, at the request of Shipper, receive, transport and deliver on any day quantities in excess of the MDTQ or of the sum of the MDQ's within each area when, and to the extent, in Southern Star's reasonable judgment the delivery capacity of its system so permits without impairing the ability of Southern Star to meet its full delivery obligations to any of its firm service customers. The applicable maximum and minimum rate for any such overrun delivery shall be as stated on the effective applicable Tariff Sheet No. 10, 10A, or 11. Such Authorized Overrun Deliveries shall be subject to the same operating terms and conditions as are extended to service provided under Rate Schedule ITS and shall not interrupt flowing FTS, SFT, TSS or STS service. The authorized overrun charge shall only be charged if the MDTQ for any area is exceeded under any service agreement.

FTS RATE SCHEDULE
Firm Transportation Service

FTS-P Production Area
FTS-M Market Area

6. RESERVATION CHARGE CREDITS

If, except for reasons of force majeure, Southern Star is unable to deliver during any one or more days the quantity of natural gas which Shipper delivers to Southern Star and desires to transport from primary receipt points to primary delivery points, up to the MDTQ, then the Reservation Charge as otherwise determined shall be reduced by an amount equal to the difference between the quantity of natural gas actually delivered on the day(s) involved and the quantity of natural gas, up to the MDTQ, which Shipper in good faith demanded to receive on such day(s) times the applicable Reservation Rate and Reservation Surcharges stated on a daily basis.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions as effective from time to time, are applicable to this rate schedule and hereby made a part hereof.

SFT RATE SCHEDULE
Small Customer Firm Transportation Service

SFT-P Production Area
SFT-M Market Area

1. AVAILABILITY

This rate schedule is available to any small customer (Shipper) for the firm transportation of gas through Southern Star's transmission facilities in the Production Area for Rate Schedule SFT-P, through Southern Star's transmission facilities in the Market Area for Rate Schedule SFT-M, or both, under the following conditions:

(a) Small customer as used in this rate schedule means a local distribution company or municipal distribution system directly connected to Southern Star's system whose total demand for gas is less than or equal to 10,000 Dth on any day.

(b) Service under this rate schedule shall be made available to any Shipper only to the extent that Southern Star determines it has available capacity to provide the service consistent with operating conditions on its system.

(c) Shipper shall provide the information, fees and other payments specified by Section 8 of the General Terms and Conditions and shall execute an SFT Service Agreement for service under this rate schedule in the form provided in this tariff, specifying a Maximum Daily Transportation Quantity (MDTQ) for each area, Primary Receipt Point(s), Primary Delivery Point(s), and the Maximum Daily Quantity (MDQ) for each Primary Receipt Point and each Primary Delivery Point.

(d) Service under this rate schedule is subject to right of first refusal and bidding procedures set forth in Section 6 of the General Terms and Conditions.

(e) Service under this rate schedule may not be assigned under the mechanism provided in Section 11 of the General Terms and Conditions.

SFT RATE SCHEDULE
Small Customer Firm Transportation Service

SFT-P Production Area
SFT-M Market Area

1. AVAILABILITY (Cont'd)

(f) Shippers under this rate schedule may not receive deliveries of gas at delivery points specified on their executed Service Agreement hereunder (1) under Rate Schedule ITS, (2) as a replacement shipper under the Firm Capacity Reassignment provisions of Section 11 of the General Terms and Conditions, or (3) from third parties unless such shipper has exhausted its MDTQ hereunder.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) This rate schedule shall apply to all natural gas transported by Southern Star pursuant to the executed SFT Service Agreement.

(b) Transportation service under this rate schedule shall be on a firm basis up to the MDTQ for each area and the Maximum Daily Quantity (MDQ) for each Primary Receipt and Primary Delivery Point specified in the executed SFT Service Agreement and shall consist of the acceptance by Southern Star of natural gas tendered by Shipper at the Primary Receipt Point(s) on Southern Star's system specified in the executed SFT Service Agreement, the transportation of such gas through Southern Star's pipeline system, and the delivery of a quantity of natural gas with the thermal equivalent of the quantity received at the Primary Receipt Point(s), after the appropriate reductions for fuel and loss, up to the MDTQ for each are and the MDQ's specified in the executed Transportation Service Agreement, to Shipper or for Shipper's account at the Primary Delivery Point(s) on Southern Star's system specified in the executed SFT Service Agreement. Shippers may also utilize secondary receipt points as specified in Section 4 of the General Terms and Conditions.

SFT RATE SCHEDULE
Small Customer Firm Transportation Service

SFT-P Production Area
SFT-M Market Area

3. RATE

(a) Shipper shall agree to pay for all service(s) rendered under the executed SFT Service Agreement in accordance with this Rate Schedule SFT, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial transportation rates and all subsequent revisions to such rates shall be provided in writing to Shipper by Southern Star.

(b) The maximum and minimum Transportation Rates for each area shall be the Current Effective Rates shown on the effective applicable Tariff Sheet No. 10, 10A, or 11 in Volume No. 1 of this Tariff. The Production Area rates are applicable to any gas which is transported through all or any part of the Production Area. The Market Area rates are applicable to any gas which is transported through all or any part of the Market Area.

(c) Southern Star may charge any rate between the maximum and minimum rates stated on the applicable Tariff Sheet No. 10, 10A, or 11 on a non-discriminatory basis. Shipper's delivery of gas quantities to Southern Star after the effective date of any discounted rates shall be deemed acceptance by Shipper of such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(d) Southern Star is not required to offer or provide service at any rate less than the maximum rate(s) or charge(s) specified on the applicable Tariff Sheet No. 10, 10A, or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

(e) The charges for service under this rate schedule shall also include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.

SFT RATE SCHEDULE
Small Customer Firm Transportation Service

SFT-P Production Area
SFT-M Market Area

3. RATE (Cont'd)

(f) Fuel and loss is to be reimbursed in kind and is separately stated for each service. Fuel and loss for SFT-P will be based upon quantities received in the Production Area. Fuel and loss for SFT-M will be based upon quantities received in the Market Area.

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Commodity Charge, and the applicable surcharges, as follows:

(a) (i) The Commodity Charge for SFT-P service shall be the product of (1) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool during the billing period and (2) the sum of the SFT-P Commodity Rate and the Commodity Balancing Fee, plus any applicable commodity surcharges.

(ii) The Commodity Charge for SFT-M Service shall be the product of (1) the sum of the daily quantities delivered in the Market Area during the billing period and (2) the sum of the SFT-M Commodity Rate and the Commodity Balancing Fee, plus any applicable commodity surcharges.

(iii) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) The bill shall include any daily Authorized Overrun Delivery charge determined pursuant to Section 5 of this rate schedule.

(c) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

SFT RATE SCHEDULE
Small Customer Firm Transportation Service

SFT-P Production Area
SFT-M Market Area

3. RATE (Cont'd)

(f) Fuel and loss is to be reimbursed in kind and is separately stated for each service. Fuel and loss for SFT-P will be based upon quantities received from receipt points, pooling points, or withdrawn from storage in the Production Area. Fuel and loss for SFT-M will be based upon quantities received from receipt points, pooling agreements, or withdrawn from storage in the Market Area.

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Commodity Charge, and the applicable surcharges, as follows:

(a) (i) The Commodity Charge for SFT-P service shall be the product of (1) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool during the billing period and (2) the sum of the SFT-P Commodity Rate and the Commodity Balancing Fee, plus any applicable commodity surcharges.

(ii) The Commodity Charge for SFT-M Service shall be the product of (1) the sum of the daily quantities delivered in the Market Area during the billing period and (2) the sum of the SFT-M Commodity Rate and the Commodity Balancing Fee, plus any applicable commodity surcharges.

(iii) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) The bill shall include any daily Authorized Overrun Delivery charge determined pursuant to Section 5 of this rate schedule.

(c) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

SFT RATE SCHEDULE
Small Customer Firm Transportation Service

SFT-P Production Area
SFT-M Market Area

5. AUTHORIZED OVERRUN DELIVERIES

Transportation service under this rate schedule on any day shall not exceed the MDTQ within each area or, the sum of the MDQ's for all Delivery Points within such area. However, Southern Star may, at the request of Shipper, receive, transport and deliver on any day quantities in excess of the MDTQ or of the sum of the MDQ's within each area when, and to the extent, in Southern Star's reasonable judgment, the delivery capacity of its system so permits without impairing the ability of Southern Star to meet its full delivery obligations to any of its firm service customers. The applicable maximum and minimum rate for any such overrun delivery shall be as stated on the effective applicable Tariff Sheet No. 10, 10A, or 11. Such Authorized Overrun Deliveries shall be subject to the same operating terms and conditions as are extended to service provided under Rate Schedule ITS and shall not interrupt flowing FTS, SFT, TSS, or STS service. The authorized overrun charge shall only be charged if the MDTQ for any area is exceeded under any service agreement.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions as effective from time to time, are applicable to this rate schedule and hereby made a part hereof.

ITS RATE SCHEDULE
Interruptible Transportation Service

ITS-P Production Area
ITS-M Market Area

1. AVAILABILITY

This rate schedule is available to any person (Shipper) for the interruptible transportation of gas through Southern Star's transmission facilities in the Production Area for Rate Schedule ITS-P or through Southern Star's transmission facilities through the Market Area for Rate Schedule ITS-M or both under the following conditions:

(a) Shipper shall provide the information specified by Section 8 of the General Terms and Conditions, and Shipper shall execute an ITS Service Agreement for service under this rate schedule in the form provided in this tariff specifying a Maximum Daily Transportation Quantity (MDTQ).

(b) Notwithstanding any other provisions hereof, Southern Star shall receive, transport and redeliver only such quantities of Shipper's gas which Southern Star in its sole judgment determines it can so receive, transport and redeliver after Southern Star has satisfied the total requirements of its higher priority customers as defined in Section 9 of the General Terms and Conditions.

(c) In the event Southern Star determines that a period of daily allocation or capacity curtailment is required on its system, all deliveries under Rate Schedule ITS may be reduced or discontinued as necessary in accordance with Section 9 of the General Terms and Conditions. Such reduction or discontinuance of deliveries shall be limited to only those portions of Southern Star's system where the reduction or discontinuance becomes necessary in the sole judgment of Southern Star.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) This rate schedule shall apply to all natural gas transported by Southern Star pursuant to the executed ITS Service Agreement.

ITS RATE SCHEDULE
Interruptible Transportation Service

ITS-P Production Area
ITS-M Market Area

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(b) Transportation service under this rate schedule shall be on an interruptible basis up to approved nominations and shall consist of the acceptance by Southern Star of natural gas tendered by Shipper at the Receipt Point(s) on Southern Star's system nominated by Shipper, the transportation of such gas through Southern Star's pipeline system, and the delivery of a quantity of natural gas with the thermal equivalent of the quantity received at the Receipt Point(s), after an appropriate reduction for fuel and loss, to Shipper or for Shipper's account at the Delivery Point(s) on Southern Star's system nominated by Shipper.

(c) Transportation service under this rate schedule shall be subject to reduction or interruption as provided in Section 9 of the General Terms and Conditions and pursuant to Rate Schedules FTS, SFT, TSS, and STS. Southern Star shall not be responsible for interruption resulting from Shipper's failure for any reason to deliver gas to the Receipt Point(s) or inability to take delivery of gas at the Delivery Point(s).

3. RATE

(a) Shipper shall pay Southern Star for all service rendered under an executed ITS Service Agreement, in accordance with this Rate Schedule ITS, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial transportation rates and all subsequent revisions to such rates shall be provided in writing to Shipper by Southern Star.

ITS RATE SCHEDULE
Interruptible Transportation Service

ITS-P Production Area
ITS-M Market Area

3. RATE (Cont'd)

(b) The Production Area rates are applicable to any gas which is transported through all of any part of the Production Area. The Market Area rates are applicable to any gas which is transported through all or any part of the Market Area. For nominations to a processing plant as provided under Section 8.12 of the General Terms and Conditions, the rate charged for delivery of gas pursuant to such nominations shall be applicable only to that quantity of gas delivered to the plant pursuant to such nominations which is not again received back into Southern Star's pipeline system for any Shipper's account at the plant tailgate.

(c) The maximum and minimum rates for service shall be the Current Effective Rates shown on the effective applicable Tariff Sheet No. 10, 10A, or 11 of Volume No. 1 of this Tariff.

(d) Southern Star is not required to offer or provide service at any rates less than the maximum rate(s) or charge(s) specified on the applicable Tariff Sheet No. 10, 10A, or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

(e) Southern Star may charge any rate between the maximum and minimum rates stated of the applicable Tariff Sheet No. 10, 10A, or 11 on a non-discriminatory basis. Shipper's delivery of gas quantities to Southern Star after the effective date of any discounted rates shall be deemed acceptance by Shipper to such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(f) The charges for service under this rate schedule shall also include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.

ITS RATE SCHEDULE
Interruptible Transportation Service

ITS-P Production Area
ITS-M Market Area

3. RATE (Cont'd)

(g) Fuel and loss is to be reimbursed in kind and is separately stated for each area. Fuel and loss for ITS-P will be based upon quantities received into the Production Area. Fuel and loss for ITS-M will be based upon quantities received in the Market Area.

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Commodity Charge(s) as follows:

(a) (i) The Commodity Charge for ITS-P service shall be the product of (1) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool during the billing period and (2) the sum of the ITS-P Commodity Rate and the Commodity Balancing Fee, plus any applicable surcharges or other charges.

(ii) The Commodity Charge for ITS-M service shall be the product of (1) the sum of the daily quantities delivered in the Market Area during the billing period, and (2) the sum of the ITS-M Commodity Rate and the Commodity Balancing Fee, plus any applicable surcharges or other charges.

(iii) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions as effective from time to time are applicable to this rate schedule and hereby made a part hereof.

ITS RATE SCHEDULE
Interruptible Transportation Service

ITS-P Production Area
ITS-M Market Area

3. RATE (Cont'd)

(g) Fuel and loss is to be reimbursed in kind and is separately stated for each area. Fuel and loss for ITS-P will be based upon quantities received from receipt points, pooling agreements, or withdrawn from storage in the Production Area. Fuel and loss for ITS-M will be based upon quantities received from receipt points, pooling agreements, or withdrawn from storage in the Market Area.

4. MONTHLY BILL

The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Commodity Charge(s) as follows:

(a) (i) The Commodity Charge for ITS-P service shall be the product of (1) the sum of the daily quantities delivered in the Production Area and from a production area pool to the Market Area Pool and injected into storage in the Production Area during the billing period and (2) the sum of the ITS-P Commodity Rate and the Commodity Balancing Fee, plus any applicable surcharges or other charges.

(ii) The Commodity Charge for ITS-M service shall be the product of (1) the sum of the daily quantities delivered in the Market Area and injected into storage in the Market Area during the billing period, and (2) the sum of the ITS-M Commodity Rate and the Commodity Balancing Fee, plus any applicable surcharges or other charges.

(iii) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions as effective from time to time are applicable to this rate schedule and hereby made a part hereof.

FSS RATE SCHEDULE
Firm Storage Service

1. AVAILABILITY

This rate schedule is available under the following conditions:

(a) Service under this rate schedule shall be available to any Shipper only to the extent that Southern Star determines it has available storage capacity to provide the service consistent with operating conditions on its system.

(b) Shipper shall provide the information, fees, and other payments specified by Section 8 of the General Terms and Conditions and shall execute an FSS Service Agreement for service under this rate schedule in the form provided in this tariff, specifying the Maximum Storage Quantity (MSQ), the Maximum Daily Injection Quantity (MDIQ), and the Maximum Daily Withdrawal Quantity (MDWQ).

(c) Service under this rate schedule shall be available to parties who have an effective ITS, FTS or SFT Service Agreement(s) with an MDTQ equal to or greater than the MDIQ and MDWQ under their FSS Service Agreement.

(d) Service under this rate schedule is subject to right of first refusal and bidding procedures set forth in Section 6 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) This rate schedule shall apply to all Firm Storage Service which is rendered by Southern Star for Shipper pursuant to an executed FSS Service Agreement under this rate schedule.

(b) Storage Service under this rate schedule shall consist of:

(i) The receipt during the Injection Cycle of gas on behalf of Shipper at the Point of Injection/Withdrawal up to the Maximum Storage Quantity and not to exceed the MDIQ;

(ii) The authorized storage of gas up to the MSQ. Storage of gas in excess of the MSQ shall be overrun service and subject to Section 6 of this rate schedule; and

(iii) The tender of gas during the Withdrawal Cycle at the Point of Injection/Withdrawal for redelivery by Southern Star to Shipper up to the MDWQ.

FSS RATE SCHEDULE
Firm Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(c) Gas stored under this rate schedule may be sold in place to other parties having sufficient available Rate Schedules FSS or ISS storage capacity. Parties wishing to make sales of gas in place must notify Southern Star in writing that such sale has occurred by the effective date of the transaction.

(d) Storage Service under this rate schedule shall be firm up to the MSQ and the MDIQ on any day during the Injection Cycle, and shall be firm up to the MDWQ on any day during the Withdrawal Cycle until Shipper's gas in storage is depleted. Out of cycle injections and withdrawals shall be permitted at Southern Star's reasonable discretion. Southern Star shall exercise such discretion in a non-discriminatory manner.

3. INJECTIONS, WITHDRAWALS AND MAXIMUM STORAGE QUANTITY

(a) General Procedure

Each Shipper shall submit injection and withdrawal nominations, pursuant to Section 9 of the General Terms and Conditions of this Tariff.

The Injection Cycle is April 1 through October 31. The Withdrawal Cycle is November 1 through March 31.

(b) Each Shipper's available MSQ shall equal that Shipper's Maximum Daily Withdrawal Quantity times 33.

(c) Daily Injection Quantities

The Maximum Daily Injection Quantities for each Shipper are:

(i) 0.75% of MSQ when Shipper's inventory balance is less than 62.5%;

(ii) 0.625% of MSQ when Shipper's inventory balance is greater than 62.5%, but less than 75%;

FSS RATE SCHEDULE
Firm Storage Service

3. INJECTIONS, WITHDRAWALS AND MAXIMUM STORAGE QUANTITY (Cont'd)

(iii) 0.375% of MSQ when Shipper's inventory balance is greater than 75%, but less than 87.5%;

(iv) 0.25% of MSQ when Shipper's inventory balance is equal to or greater than 87.5%.

Subject to Section 6 of this rate schedule, injections may exceed the MDIQ at the reasonable discretion of Southern Star.

(d) Daily Withdrawal Quantities

A Shipper only has a right to withdraw the storage gas which it owns and is available up to the MDWQ.

Subject to Section 6 of this rate schedule, withdrawals may exceed the available MDWQ at the reasonable discretion of Southern Star.

(e) Injection and Withdrawal Plan

Each Shipper must submit a "best efforts" injection plan by March 1 of each year and a withdrawal plan by October 1 of each year. The injection and withdrawal plans shall take into account the inventory balance anticipated at the end of the current injection and withdrawal cycles.

(f) Withdrawals in excess of inventory level will be treated as imbalances under the associated transportation agreement.

4. RATE

(a) Shipper shall agree to pay for all service rendered under the executed Firm Storage Service Agreement in accordance with this Rate Schedule FSS, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial storage rates and all subsequent revisions to such rates shall be provided in writing to Shipper by Southern Star.

FSS RATE SCHEDULE
Firm Storage Service

3. INJECTIONS, WITHDRAWALS AND MAXIMUM STORAGE QUANTITY (Cont'd)

(iii) 0.375% of MSQ when Shipper's inventory balance is greater than 75%, but less than 87.5%;

(iv) 0.25% of MSQ when Shipper's inventory balance is equal to or greater than 87.5%.

Subject to Section 6 of this rate schedule, injections may exceed the MDIQ at the reasonable discretion of Southern Star.

(d) Daily Withdrawal Quantities

A Shipper only has a right to withdraw the storage gas which it owns and is available up to the MDWQ.

Subject to Section 6 of this rate schedule, withdrawals may exceed the available MDWQ at the reasonable discretion of Southern Star.

(e) Injection and Withdrawal Plan

Each Shipper must submit a "best efforts" injection plan by March 1 of each year and a withdrawal plan by October 1 of each year. The injection and withdrawal plans shall take into account the inventory balance anticipated at the end of the current injection and withdrawal cycles.

(f) Withdrawals in excess of inventory level will be treated as imbalances under the associated transportation agreement.

4. RATE

(a) Shipper shall agree to pay for all service rendered under the executed Firm Storage Service Agreement in accordance with this Rate Schedule FSS, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial storage rates and all subsequent revisions to such rates shall be provided in writing to Shipper by Southern Star.

FSS RATE SCHEDULE
Firm Storage Service

4. RATE (Cont'd)

(b) The maximum and minimum rates for service hereunder shall be the Current Effective Rates shown on the effective applicable Tariff Sheet No. 10, 10A, or 11 in Volume No. 1 of this Tariff.

(c) Southern Star is not required to offer or provide service at any rates less than the maximum rate(s) or charge(s) specified on the applicable Tariff Sheet No. 10, 10A, or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

(d) Southern Star may charge any rate between the maximum and minimum rates stated on the applicable Tariff Sheet No. 10, 10A, or 11 on a non-discriminatory basis. Shipper's delivery of gas quantities to Southern Star after the effective date of any discounted rates shall be deemed acceptance by Shipper of such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. The rate for reassigned capacity under this rate schedule will be established pursuant to Section 11 of the General Terms and Conditions. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(e) The charges for service under this rate schedule shall also include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.

(f) Storage fuel and loss is to be reimbursed in kind and will be based upon the net daily quantities received for injection (i.e., when daily injections are greater than daily withdrawals).

5. MONTHLY BILL

The bill for storage service during each billing period under this rate schedule shall be the sum of the Reservation Charges, the Injection Charge, and the Withdrawal Charge as follows:

(a) (i) The Capacity Reservation Charge shall be the product of (1) the sum of the daily storage balances and (2) the Capacity Reservation Rate, plus any applicable reservation surcharges.

(ii) The Deliverability Reservation Charge shall be the product of (1) the sum of the MDWQ rights and (2) the Deliverability Reservation Rate, plus any applicable reservation surcharges.

FSS RATE SCHEDULE
Firm Storage Service

5. MONTHLY BILL (Cont'd)

(iii) The Injection Charge shall be the product of (1) the sum of the net daily quantities received for injection and (2) the Injection Rate, plus any applicable commodity surcharges.

(iv) The Withdrawal Charge shall be the product of (1) the sum of the net daily quantities withdrawn and (2) the Withdrawal Rate, plus any applicable commodity surcharges.

(v) Southern Star will not assess reservation or commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) The bill shall include any daily Authorized Overrun Service charge determined pursuant to Section 6 of this rate schedule.

(c) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

6. AUTHORIZED OVERRUN SERVICE

Service under this rate schedule on any day shall not exceed the MSQ, MDIQ or MDWQ, as applicable; provided, however, Southern Star may, at the request of Shipper, inject on any day quantities in excess of the MSQ or MDIQ, or withdraw on any day quantities in excess of the MDWQ, respectively, to the extent in Southern Star's reasonable judgment, the storage capacity of its system so permits without impairing the ability of Southern Star to meet its full obligations of its firm service customers. The applicable rate for any such overrun service shall be as stated on effective Tariff Sheet No. 11. Such authorized overrun service shall be subject to the same operating terms and conditions as are extended to service provided under Rate Schedule ISS and shall not interrupt flowing FSS service or the storage components of TSS or STS service. The authorized overrun charge shall only be charged if the MSQ, MDIQ or MDWQ is exceeded under any service agreement.

FSS RATE SCHEDULE
Firm Storage Service

5. MONTHLY BILL (Cont'd)

(iii) The Injection Charge shall be the product of (1) the sum of the net daily quantities received for injection and (2) the Injection Rate, plus any applicable commodity surcharges.

(iv) The Withdrawal Charge shall be the product of (1) the sum of the net daily quantities withdrawn and (2) the Withdrawal Rate, plus any applicable commodity surcharges.

(v) Southern Star will not assess reservation or commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) The bill shall include any daily Authorized Overrun Service charge determined pursuant to Section 6 of this rate schedule.

(c) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

6. AUTHORIZED OVERRUN SERVICE

Service under this rate schedule on any day shall not exceed the MSQ, MDIQ or MDWQ, as applicable; provided, however, Southern Star may, at the request of Shipper, inject on any day quantities in excess of the MSQ or MDIQ, or withdraw on any day quantities in excess of the MDWQ, respectively, to the extent in Southern Star's reasonable judgment, the storage capacity of its system so permits without impairing the ability of Southern Star to meet its full obligations of its firm service customers. The applicable rate for any such overrun service shall be as stated on effective Tariff Sheet No. 11. Such authorized overrun service shall be subject to the same operating terms and conditions as are extended to service provided under Rate Schedule ISS and shall not interrupt flowing FSS service or the storage components of TSS or STS service. The authorized overrun charge shall only be charged if the MSQ, MDIQ or MDWQ is exceeded under any service agreement.

FSS RATE SCHEDULE
Firm Storage Service

7. STORAGE OPERATIONS

(a) All storage fields will be operated as a pool with Southern Star retaining full operational control.

(b) Monthly imbalances under all transportation agreements with each Shipper may be injected into or withdrawn from storage under that shipper's storage agreement, as provided in Section 9 of the General Terms and Conditions, subject to the availability of storage capacity or storage inventory, as appropriate, up to the MSQ.

(c) Southern Star will provide a monthly estimate of each Shipper's inventory balance.

8. RESERVATION CHARGE CREDIT

If, except for reasons of force majeure, Southern Star is unable to inject or withdraw during any one or more days the quantity of natural gas which Shipper desires to inject or withdraw, up to the MDIQ or MDWQ, then the Reservation Charge as otherwise determined shall be reduced by an amount equal to the difference between the quantity of natural gas actually injected or withdrawn on the day(s) involved and the quantity of natural gas, up to the MDTQ, which Shipper in good faith demanded to inject or withdraw on such day(s) times the applicable Reservation Rate and Reservation Surcharges stated on a daily basis.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions set forth in this Volume No. 1 Tariff are applicable to this rate schedule and are hereby made a part hereof.

ISS RATE SCHEDULE
Interruptible Storage Service

1. AVAILABILITY

This rate schedule is available to any party who has an effective FTS, SFT or ITS Service Agreement under the following conditions:

(a) Shipper shall provide the information specified by Section 8 of the General Terms and Conditions and Shipper shall execute an ISS Service Agreement for service under this rate schedule in the form provided in this Tariff.

(b) Notwithstanding any other provisions hereof, Southern Star shall inject, store, and withdraw only such quantities of Shipper's gas which Southern Star in its sole discretion determines it can so inject, store, and withdraw after Southern Star has satisfied the total requirements of its higher priority customers as defined in Section 9 of the General Terms and Conditions.

(c) In the event Southern Star determines that a period of daily allocation or capacity curtailment is required on its system, all deliveries under Rate Schedule ISS may be reduced or discontinued in accordance with Section 9 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) This rate schedule shall apply to all interruptible storage service up to the Maximum Storage Quantity (MSQ) which is rendered by Southern Star for Shipper pursuant to an executed ISS Service Agreement.

(b) Storage Service under this rate schedule shall be interruptible and shall consist of the acceptance and injection by Southern Star of natural gas tendered by Shipper, the storage of such gas, and the withdrawal and delivery of natural gas for Shipper's account.

ISS RATE SCHEDULE
Interruptible Storage Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(c) Gas stored under this rate schedule may be sold in place to other parties having sufficient available Rate Schedules FSS or ISS storage capacity. Parties wishing to make sales of gas in place must notify Southern Star in writing that such sale has occurred by the effective date of the transaction.

(d) Storage Service under this rate schedule shall be subject to reduction or interruption as provided in Section 9 of the General Terms and Conditions and pursuant to Rate Schedules TSS, STS, and FSS.

3. INJECTIONS AND WITHDRAWALS

(a) Each Shipper shall submit injection and withdrawal nominations, pursuant to Section 9 of the General Terms and Conditions of this Tariff.

(b) Injections and withdrawals may be made on an interruptible basis.

(c) A Shipper only has a right to withdraw the storage gas which it owns and which is available for withdrawal.

(d) Shipper must be prepared to remove gas from storage within a reasonable period, as negotiated by the parties, but in no event greater than 45 days after notice from Southern Star to remove such quantities. The 45 day period will be extended one day for each day on which the Shipper nominates gas to be withdrawn but Southern Star is unable to accept such nomination. If Shipper has nominated the gas to be withdrawn on 30 consecutive days during the 45 day period, and Southern Star has been unable to accept such nominations, Southern Star will purchase the gas in place at the spot market price as defined in Section 9 of the General Terms and Conditions. As provided above, Shippers may sell gas in place to another Shipper holding firm storage capacity in order to facilitate its removal from storage. If gas is not removed or sold in place in such period, Southern Star will keep the gas and apply it as credit to the storage fuel and loss under Section 13 of the General Terms and Conditions.

ISS RATE SCHEDULE
Interruptible Storage Service

4. RATE

(a) Shipper shall pay Southern Star for all service rendered under an executed Storage Service Agreement, in accordance with this Rate Schedule ISS, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial storage rates and all subsequent revisions to such rates shall be provided in writing to Shipper by Southern Star.

(b) The maximum and minimum rates for service shall be the Current Effective Rates shown on the effective applicable Tariff Sheet No. 10, 10A, or 11 in Volume No. 1 of this Tariff.

(c) Southern Star is not required to offer or provide service at any rates less than the maximum rate(s) or charge(s) specified on the applicable Tariff Sheet No. 10, 10A, or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

(d) Southern Star may charge any rate between the maximum and minimum rates stated on the applicable Tariff Sheet No. 10, 10A, or 11 on a non-discriminatory basis. Shipper's delivery of quantities to Southern Star after the effective date of any discounted rates shall be deemed acceptance by Shipper of such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(e) The charges for service under this rate schedule shall also include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.

(f) Storage fuel and loss is to be reimbursed in kind and will be based upon the net daily quantities received for injection.

ISS RATE SCHEDULE
Interruptible Storage Service

5. MONTHLY BILL

The bill for storage service during each billing period under this rate schedule shall be the applicable charges as follows:

(a) (i) The Commodity Charge shall be the product of (1) the sum of the daily storage balances and (2) the Commodity Rate, plus any applicable surcharges.

(ii) The Injection Charge shall be the product of (1) the net daily quantities received for injection and (2) the Injection Rate, plus any applicable commodity surcharges.

(iii) The Withdrawal Charge shall be the product of (1) the net daily quantities withdrawn and (2) the Withdrawal Rate, plus any applicable commodity surcharges.

(iv) Southern Star will not assess commodity surcharges on deliveries to interfaces or pools when such quantities are delivered to another downstream transportation agreement with Southern Star.

(b) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Section 9 and 10 of the General Terms and Conditions.

6. STORAGE OPERATIONS

(a) All storage fields will be operated as a pool with Southern Star retaining full operational control.

(b) Monthly imbalances under all transportation agreements with each Shipper may be injected into or withdrawn from storage under that Shipper's storage agreement, as provided in Section 9 of the General Terms and Conditions, subject to the availability of storage capacity and working gas, as appropriate, up to the MSQ.

(c) Southern Star will provide a monthly estimate of each Shipper's inventory balance.

ISS RATE SCHEDULE
Interruptible Storage Service

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions set forth in this Volume No. 1 Tariff are applicable to this rate schedule and are hereby made a part hereof.

PAS RATE SCHEDULE
Production Area Sales

1. AVAILABILITY

(a) The availability of service under this rate schedule will be subject to negotiation between Southern Star and any prospective customer; provided, however, that Southern Star shall not be required to make any sales under this rate schedule.

(b) Sales points under this rate schedule shall be the first point of receipt of gas into facilities owned by Southern Star. If the gas sold under this rate schedule is from a source of supply that is delivered directly into Southern Star's system, the point of title transfer will be the receipt point into Southern Star's system.

(c) Sales of gas under this rate schedule are subject to Southern Star having available supplies of gas.

2. APPLICABILITY AND CHARACTER OF SERVICE

The applicability and character of service under this rate schedule shall be subject to negotiation between Southern Star and any prospective customer.

3. RATE AND MONTHLY BILL

The rate and monthly bill provisions of service under this rate schedule shall be subject to negotiation between Southern Star and any prospective customer.

4. TERM

The term of service under this rate schedule shall be subject to negotiation between Southern Star and any prospective customer.

PS RATE SCHEDULE
Pooling Service

1. AVAILABILITY

This rate schedule is available to any person (Pooling Shipper) for the aggregation of gas on Southern Star's transmission system either in the Production Area or the Market Area under the following conditions:

(a) Pooling Shipper shall execute a PS Service Agreement for service under this rate schedule in the form provided in this FERC Gas Tariff.

(b) Pooling Shipper shall provide creditworthiness information pursuant to Section 8.5 of the General Terms and Conditions.

(c) Pooling Shipper, which can be any party, need not also hold a Transportation Service Agreement with Southern Star.

(d) The term "pool" is used to refer to any of the discrete aggregation areas defined below. There are eight pools in the production area and one pool in the market area.

Rawlins-Hesston Pool is the area containing all receipt points on line segment numbers 490 and 491.

Kansas Hugoton Pool is the area containing all receipt points on line segment number 130.

Straight-Blackwell/Pampa Pool is the area containing all receipt points on line segment numbers 15, 377, 315, and 470.

Canadian-Blackwell Pool is the area containing all receipt points on line segment number 458.

South Edmond Pool is the area containing all receipt points on line segment numbers 340, 385 and the portion of 400 south and west of Edmond Station.

Edmond-Blackwell Pool is the area containing all receipt points on line segment numbers 405, the portion of 380 south of Blackwell Station, and the portion of 400 north of Edmond Station.

Kansas-Other Pool is the area containing all receipt points on line segment numbers 3, 45, 120, 295, and 333.

PS RATE SCHEDULE
Pooling Service

1. AVAILABILITY (Cont'd)

Oklahoma - Other Pool is the area containing all receipt points on line segment numbers 334, 335, 357, 390 and 497.

Market Area Pool is the only pool in the Market Area.

Southern Star's Master Receipt Point List contains a reference indicating the line segment number associated with each receipt point.

(e) Each Pooling Shipper may hold one PS Service Agreement; provided, however, that each Pooling Shipper may utilize any or all pools, defined in (d) above, under a single PS Service Agreement. The pools to be utilized shall be specified in the executed service agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) This rate schedule shall apply to all natural gas nominated to the pools pursuant to the executed PS Service Agreement.

(b) For purposes of scheduling receipts on to Southern Star's system, gas nominated into any pool shall be entitled to receive the same priority as accorded the downstream transportation agreement on which the gas will be nominated out of the pool. This scheduling priority shall apply separately to each pool.

(c) Quantities nominated into any production area pool must be received from receipt points on the line segment associated with the pool or from the Production Area/Market Area interface. Quantities nominated into the Market Area Pool must be received from receipt points on Southern Star's Market Area Master Receipt Point list, from the Production Area/Market Area interface, or from a production area pool using a Production Area transportation agreement. Nominations to a Pooling Shipper's Pooling Service Agreement from the same Pooling Shipper's PLS Service Agreement within the same pool are also permitted.

PS RATE SCHEDULE
Pooling Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(d) A Shipper may not exceed the sum of its MDQ at primary receipt points on a given line segment as a result of pooling transactions; provided, however, that a Shipper may also schedule volumes from a pool or other receipt points on that line segment as secondary receipt points or as AOS service, subject to availability of capacity.

(e) The pools may not be listed as primary firm receipt or delivery points under any service agreement.

3. POOLING NOMINATIONS AND SCHEDULING REQUIREMENTS

This section is applicable to all pooling transactions in addition to the nomination and scheduling provisions set forth in Section 9 of the General Terms and Conditions.

(a) Pooling Shipper of another Shipper must nominate a corresponding quantity of gas from a production area pool to a Production Area transportation agreement for delivery to any delivery point otherwise accessible under such transportation agreement or to the Market Area Pool. Pooling Shipper or another Shipper must nominate a corresponding quantity of gas from the Market Area Pool to a Market Area transportation agreement for delivery to any delivery point otherwise accessible under such transportation agreement. Nominations from one Pooling Shipper to another within the same pool are also permitted, provided however, such nominations remain subject to Section 2(b) above. Nominations from a Pooling Shipper's Pooling Service Agreement to the same Pooling Shipper's PLS Service Agreement within the same pool are also permitted.

(b) Pooling Shipper or another Shipper must provide priority ranking for gas delivered to or received from a pool. If ranking is not provided, pro rata will be used. If either the delivery volume or receipt volume confirmation is less than the nomination, Southern Star will follow the "lesser of" rule (both sides of the transaction will be adjusted to correspond to the "lesser of" volume). The priority ranking for gas delivered to a PLS service agreement will default to interruptible.

PS RATE SCHEDULE
Pooling Service

3. POOLING NOMINATIONS AND SCHEDULING REQUIREMENT (Cont'd)

(c) The rankings provided by the Shipper under a Transportation Agreement will be utilized for purposes of delivery point capacity or transportation agreement MDTQ limitations. The rankings provided by the Pooling Shipper under a Pooling Agreement will be utilized for purposes of receipt point capacity or supply related limitations.

(d) The Pooling Shipper under the Pooling Service Agreement, shall at the time of the nomination, identify each upstream or downstream transportation agreement or pooling agreement and the corresponding Shipper.

(e) The only imbalances which can occur are the differences between scheduled receipts and actual physical flow at non-OBA receipt points.

(f) Imbalances between the actual quantity of gas received and the quantity nominated to a pool at non-OBA receipt points, will be resolved pursuant to Section 9.7 of the General Terms and Conditions of this FERC Gas Tariff.

(g) Nominations from one production area pool to another production area pool are not permitted.

4. RATE AND BILLING

Southern Star will not assess a transportation charge or fuel and loss on quantities nominated into the pools. Quantities nominated from the pools as receipts under a Production Area or Market Area transportation agreement, respectively, will be assessed a transportation charge and fuel and loss under that transportation agreement.

5. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas Tariff are applicable to this rate schedule except for Section 26, FERC Annual Charge Adjustment.

PLS RATE SCHEDULE
Parking and Loan Service

1. AVAILABILITY

This rate schedule is available to any person (PLS Shipper) under the following conditions:

(a) PLS Shipper desires Parking and Loan Service under this rate schedule; and

(b) PLS Shipper has submitted a valid request in accordance with Section 8 of the General Terms and Conditions and Southern Star is able to render such service; and

(c) PLS Shipper has executed a PLS Service Agreement for service under this rate schedule in the form provided in this Tariff.

Southern Star is not required to provide any requested service under this Rate Schedule unless Southern Star determines, at its sole discretion, that it has operational flexibility to provide service. In addition, in the event Southern Star determines that capacity curtailment is required on its system, or an Operational Flow Order is issued, all receipts or loans under Rate Schedule PLS may be reduced or discontinued in accordance with Section 9 or 10 of the General Terms and Conditions.

Southern Star shall not be required to provide service under this rate schedule that would require Southern Star to construct or acquire any new facilities or that would prevent Southern Star from providing any other firm or interruptible service.

PLS RATE SCHEDULE
Parking and Loan Service

2. APPLICABILITY AND CHARACTER OF SERVICE

(a) This rate schedule shall apply to all Parking and Loan Service rendered by Southern Star for PLS Shipper pursuant to Southern Star blanket certificate or Part 284 of the regulations of the FERC and an executed PLS Service Agreement.

(b) Service under this rate schedule shall be provided as follows:

(i) Parking Service. Parking Service is an interruptible service which shall consist of: (a) the receipt of Southern Star of gas quantities (Parked Quantity) up to the maximum daily quantity specified in the executed Service Agreement, (b) Southern Star holding the Parked Quantity on Southern Star's system, and (c) redelivery of thermally equivalent quantities at the same point where PLS Shipper tendered the gas to Southern Star, subject to Section 5 of this rate schedule. Parked Quantities may be delivered to Southern Star by PLS Shipper (1) at a logical (non-physical) point in either the Production Area or in the Market Area under a gas transportation service agreement, or (2) at any pool as defined in Rate Schedule PS under a pooling service agreement.

(ii) Loan Service. Loan Service is an interruptible service which shall consist of (a) PLS Shipper receiving gas quantities (Loaned Quantity) from Southern Star up to the maximum daily quantity specified in the executed PLS Service Agreement, and (b) the subsequent return of the Loaned Quantity to Southern Star at the same point where PLS Shipper borrowed the gas, subject to Section 5 of this rate schedule. Loaned Quantities may be received from Southern Star by PLS Shipper (1) at a logical point (non-physical) in the Production Area or in the Market Area, or (2) at any pool as defined in Rate Schedule PS.

PLS RATE SCHEDULE
Parking and Loan Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

(c) The PLS Service Agreement (as distinguished from the Service Order which is established by Exhibit(s) A or B as applicable) shall be for a mutually agreed original term and month to month thereafter, unless either party gives the other party at least thirty (30) days written notice to terminate the service agreement. The term of each PLS Service Order with PLS Shipper shall be as set forth on Exhibit A or B to the PLS Service Agreement. Service under the Service Order shall be provided for a minimum of 1 day.

In the event the parties to a PLS Service Agreement under this rate schedule enter a Service Order(s)of a term longer than the then existing remainder of the term of the PLS Service Agreement, then the term of the PLS Service Agreement shall be deemed extended to the end of such Service Order(s) and thereafter the term of the PLS Service Agreement shall continue month to month, unless either party gives the other party at least thirty (30) days written notice to terminate the PLS Service Agreement during such rolling thirty (30) day extensions.

(d) Transportation of gas quantities for or on behalf of PLS Shipper to or from the Loan or Parking point(s) will not be performed under this rate schedule. PLS Shipper shall make any necessary arrangements with Southern Star or third parties to receive or deliver gas quantities at the Loan or Parking point(s). Such arrangements must be compatible with the operating conditions of Southern Star's system. Southern Star will not be required to receive or deliver gas quantities under this rate schedule on any day for which there is insufficient available capacity under Customer's transportation service agreement(s) to deliver or receive gas at the Parking or Loan point(s).

(e) Service under this rate schedule shall be confirmed only after all other services offered by Southern Star are scheduled and confirmed.

PLS RATE SCHEDULE
Parking and Loan Service

3. RATE

(a) PLS Shipper shall agree to pay for all service rendered under the executed PLS Service Agreement with this Rate Schedule PLS, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial parking and loan rates and subsequent revisions to such rates shall be provided in writing to PLS Shipper by Southern Star.

(b) The maximum and minimum rates for service hereunder shall be the Current Effective Rates shown on the effective applicable Tariff Sheet No. 10, 10A, or 11 in Volume No. 1 of this Tariff.

(c) Southern Star is not required to offer or provide service at any rates less than the maximum rate(s) or charge(s) specified on the applicable Tariff Sheet No. 10, 10A, or 11. Shipper shall pay such maximum rate(s) for service under this Rate Schedule unless Southern Star, in its sole judgement, agrees to discount its rate(s) to Shipper consistent with the applicable provisions of this tariff. Further, notwithstanding the foregoing, Shipper and Southern Star may mutually agree to a negotiated rate pursuant to Section 31 of the General Terms and Conditions.

PLS RATE SCHEDULE
Parking and Loan Service

3. RATE (Cont'd)

(d) Southern Star may charge any rate between the maximum and minimum rates stated on the applicable Tariff Sheet No. 10, 10A, or 11 on a non-discriminatory basis. Use by PLS Shipper of parking or loan services hereunder after the effective date of any discounted rates shall be deemed acceptance by PLS Shipper of such rates; provided, however, that this provision does not limit a PLS Shipper's right to receive any refunds to which such PLS Shipper may otherwise be entitled. Southern Star shall file all required reports with the Federal Energy Regulatory Commission.

(e) The charges for service under this rate schedule shall also include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.

4. MONTHLY BILL

The bill for parked or loaned quantities during each billing period under this rate schedule shall be calculated using the applicable Commodity Charges as follows:

(a) (i) The Commodity Charge for Parking Service shall be the product of (1) the daily parked quantity and (2) the applicable Daily Commodity Rate for Parking Service, plus any applicable surcharges for each period.

(ii) The Commodity Charge for Loan Service shall be the product of (1) the daily loaned quantity and (2) the applicable Daily Commodity Rate for Loan Service, plus any applicable surcharges.

(iii) The ACA surcharge and fuel and loss shall not apply to service hereunder.

PLS RATE SCHEDULE
Parking and Loan Service

5. PLS POINTS OF SERVICE

Southern Star will post in a non-discriminatory manner, on CSI, the available Parking and/or Loan Point(s) of Service. Southern Star may, at its sole discretion, post from time to time additions or deletions to the list of available points. If Southern Star terminates a point where parked quantities are to be returned to PLS Shipper or loaned quantities are to be returned to Southern Star, such point(s) shall remain available for the limited purpose of completing such outstanding transactions unless PLS Shipper and Southern Star mutually agree to utilize a different Point of Service.

6. NOMINATIONS AND SCHEDULING

PLS Shipper shall notify or cause Southern Star to be notified of PLS Shipper's service requirements under this rate schedule in advance of such requirements in accordance with the nomination deadlines as provided in Section 9. With respect to PLS Shipper's desired levels of service under this rate schedule, PLS Shipper shall nominate to Southern Star the desired Parking and/or Loan Points and the corresponding quantities. Such nominated quantities shall be subject to confirmation by Southern Star which shall be based on the best operating information available to Southern Star. Such confirmed quantity shall be deemed the scheduled quantity.

7. ALLOCATION OF SERVICE

In allocating or curtailing service among PLS Shippers under this rate schedule, Southern Star shall give service priority based on PLS Shipper's willingness to pay the highest rate for such service (not to exceed the maximum rate for such service under Southern Star's PLS Rate Schedule with PLS Shippers paying the highest unit rate, or PLS Shippers, which when given notice of pending interruption of service are willing to pay the highest unit rate, receiving first priority and so on (with service allocated on a pro rata basis among PLS Shippers willing to pay the same unit rate for such service).

PLS RATE SCHEDULE
Parking and Loan Service

8. NOTIFICATION FROM SOUTHERN STAR

(a) PLS Shipper may be required, upon notification from Southern Star, to cease or reduce deliveries to, or receipts from, Southern Star's Parking and Loan service within the gas day consistent with Southern Star's operating conditions. Further, PLS Shipper may be required to remove parked quantities or return loaned quantities upon notification by Southern Star. Such notification shall be by telephone and by electronic communication, fax, or CSI posting. Southern Star's notification shall specify the time frame within which parked quantities shall be removed and/or loaned quantities shall be returned, consistent with Southern Star's operating conditions, beginning with the gas day following notification. In no event shall the specified time frame be less than three (3) gas days from the date of Southern Star's notification. If PLS Shipper makes a timely nomination to comply with such notification, the 3 gas days shall be extended until such time as Southern Star schedules the nomination. Southern Star may allow additional time when operational conditions permit.

(b) Any parked quantity not removed within the time frame specified by Southern Star's notice shall become the property of Southern Star at no cost to Southern Star, free and clear of any adverse claims. Any loaned quantity not returned within the time frame specified by Southern Star's notice shall be sold to PLS Shipper at 150 percent of the index price applicable to Southern Star as published in the first issue of Inside FERC's Gas Market Report for the month in which the PLS Shipper failed to comply. If Inside FERC's Gas Market Report does not publish an index price for Southern Star, then the index price shall be the average of the first of the month index prices as published in the first issue of Inside FERC's Gas Market Report applicable to those pipelines categorized as Oklahoma region pipelines in Platts' Gas Daily.

9. WARRANTY OF TITLE TO GAS

PLS Shipper warrants for itself, its successors and assigns, that it will at the time of delivery to Southern Star have good and merchantable title to all gas hereunder free and clear of all liens, encumbrances, and claims whatsoever. PLS Shipper shall indemnify Southern Star and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas, including claims for any royalties, taxes, license fees or charges applicable to such gas or to the delivery thereof to Southern Star under this rate schedule.

PLS RATE SCHEDULE
Parking and Loan Service

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions set forth in this Volume No. 1 Tariff are applicable to this rate schedule and are hereby made a part hereof, except for the following provisions: Section 9.7, Monthly Balancing and Section 26, FERC Annual Charge Adjustment.

Sheet No. 155 Sheet No. 155 : Effective

Sheet Nos. 155-199 are reserved for future use.

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Billing Location - means one or more delivery meters serving a particular geographic area, and is synonymous with the term delivery point as used herein. The points listed on Southern Star's Master Delivery Point List are Billing Locations.

1.2 British Thermal Unit ("BTU") - means the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit from fifty-nine (59) degrees Fahrenheit to sixty (60) degrees Fahrenheit.

1.3 "Business Day" - means Monday through Friday, excluding Federal Banking Holidays.

1.4 Central Clock Time ("CCT") - means Central Standard time throughout the year, as adjusted for Central Daylight time.

1.5 Confirmation - means either an express confirmation or a confirmation through inaction, as described in Section 23.

1.6 "Cubic Foot" - means the volume of gas which occupies one cubic foot of space when held at a base temperature of sixty (60) degrees Fahrenheit and a base pressure of 14.73 psia.

1.7 Customer Service Innovations ("CSI") - Southern Star Central Gas Pipeline's internet-based customer service system and electronic bulletin board.

1.8 "Day" - means calendar day, unless otherwise specified.

1.9 Dekatherm ("Dth") - One Dth equals one million BTU's (MMBTU).

1.10 "Delivering Party" - means the owner or operator of the facilities from which gas is physically delivered into Southern Star's facilities.

1.11 "FERC" or "Commission" - means the Federal Energy Regulatory Commission or any successor entity thereto.

1.12 "Gas Day" - Standard time for the gas day is 9 a.m. to 9 a.m. (Central clock time).

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Cont'd)

1.13 "Gas" or "Natural Gas" - means any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane. Such gas may be either in its natural state produced from wells, including casinghead and residue gas, or after manufacture or other methods of producing synthetic gas.

1.14 "Gas Heating Value" - means the number of Btu's per cubic foot of gas where the gas is measured at 14.73 psia and 60 degrees Fahrenheit. If the gas stream is not dehydrated prior to entering Southern Star's system, the gas shall be deemed "saturated", and the gas heating value shall be corrected for the amount of water vapor that can be present at flowing conditions based on temperature and pressure at the point of volumetric measurement.

1.15 "Master Delivery Point List" - means the list of all points at which Southern Star can deliver gas to Shippers. A separate list shall apply to the Production Area, and the Market Area.

1.16 "Master Receipt Point List" - means the list of all points at which Southern Star can receive gas from Shippers. A separate list shall apply to the Production Area, and the Market Area.

1.17 Maximum Daily Injection Quantity ("MDIQ") - means the maximum number of Dth a Shipper is entitled to inject into Southern Star's storage facilities on any day before any applicable reductions for storage fuel and loss.

1.18 Maximum Daily Quantity ("MDQ") - means the maximum number of Dth a Shipper, on any day, is entitled to tender to Southern Star at each Primary Receipt Point or to receive from Southern Star at each Primary Delivery Point.

1.19 Maximum Daily Transportation Quantity ("MDTQ") - means the maximum number of Dth a Shipper is entitled to transport on Southern Star's system on any day.

1.20 Maximum Daily Withdrawal Quantity ("MDWQ") - means the maximum number of Dth a Shipper is entitled to withdraw from Southern Star's storage facilities on any day.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Cont'd)

1.21 Maximum Storage Quantity ("MSQ") - means the maximum number of Dth a Shipper is entitled to store in Southern Star's storage facilities.

1.22 "MCF" - means one thousand cubic feet of gas measured at base conditions of 14.73 psia and 60 degrees Fahrenheit.

1.23 "Month" - means a calendar month.

1.24 "Operational Balancing Agreement" ("OBA") - means a contract between two parties which specifies the procedures to manage operating variances at an interconnect. Southern Star shall offer Operational Balancing Agreements on a non-discriminatory basis.

1.25 Operation Flow Order ("OFO") - means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Southern Star's system, or to maintain operations required to provide efficient and reliable firm service. Whenever Southern Star experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

1.26 "Point Operator" - means any party who is either a Receiving Party or Delivering Party.

1.27 "Predetermined Allocation Agreement" ("PDA") - means an agreement under which the operator of the facilities at a receipt or delivery point specifies how gas received by or delivered by Southern Star shall be allocated in accordance with confirmed nominations at such point, including how any underage or overage of actual receipts or deliveries from confirmed nominations shall be allocated. Southern Star shall offer predetermined allocation agreements on a non-discriminatory basis. An OBA is a type of PDA.

1.28 "psia" - means pressure expressed in pounds per square inch absolute.

1.29 "psig" - means pressure expressed in pounds per square inch gauge.

1.30 "Receiving Party" - means the owner or operator of the facilities into which Southern Star physically delivers gas for Shipper.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Cont'd)

1.31 "Shipper" - means a party which executes a Transportation or Storage Service Agreement with Southern Star under one of the Transportation or Storage Rate Schedules contained in this FERC Gas Tariff, Volume No. 1.

1.32 "Southern Star" - means Southern Star Central Gas Pipeline, Inc.

1.33 "Thermally Equivalent" - means an equal number of Dths.

2. PRODUCTION AREA/MARKET AREA

The Production Area and Market Area are depicted on the system map, Sheet No. 6. The Production Area/Market Area boundary on such map and described below represents general areas and is not indicative of the classification of facilities for rate purposes. Southern Star's Master Receipt Point and Master Delivery Point Lists specify the specific receipt and delivery points in each area.

Rates stated herein for Production and Market Areas are discrete and shall be additive for transactions involving the movement of gas in more than one area.

GENERAL TERMS AND CONDITIONS

2. PRODUCTION AREA/MARKET AREA (Cont'd)

2.1 Production Area

The production area generally includes areas of Southern Star's system west or south of the discharge side of the Hesston Kansas compressor station, west or south of the discharge side of the Blackwell, Oklahoma compressor station, and west or south of the discharge side of the Cotton Valley, Oklahoma compressor station; provided, however, that the following facilities shall be considered to be in the area specified:

The Lyons to Superior pipeline and laterals connected to that pipeline which are north of the discharge side of the Lyons compressor station are considered to be in the Market area.

The Wichita, Kansas area and areas served directly from facilities extending south from the Hesston compressor station to the Wichita area, and facilities extending north from the Blackwell compressor station to the Wichita area, including the Wichita loop, are considered to be in the Production Area.

2.2 Market Area

Other areas not specifically addressed in 2.1 above are considered to be in the Market Area.

2.3 System Access

Southern Star will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations.

GENERAL TERMS AND CONDITIONS

3. QUALITY

3.1 Gas Delivered

Gas delivered by Southern Star shall be of merchantable quality and shall have a system-wide weighted average heat content of not less than 950 Btus per cubic foot on a dry basis.

3.2 Gas Received

Unless (1) otherwise specified in the executed Service Agreement, (2) specifically excluded pursuant to paragraph (k) below, or (3) arrangements acceptable to Southern Star to process, condition or treat non-conforming gas are made, all gas tendered to Southern Star at any receipt point hereunder shall conform to the following specifications:

(a) Liquids: The gas shall be free from hydrocarbons and water in their liquid state at the temperatures and pressures delivered and shall not have a hydrocarbon dew point in excess of forty degrees Fahrenheit (40 deg. F) as calculated from a chemical analysis based upon an assumed pressure of seven hundred fifty (750) pounds per square inch absolute.

(b) Hydrogen Sulfide and Total Sulfur: The gas shall contain not more than one quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet and not more than twenty (20) grains total sulfur per one hundred (100) cubic feet.

3. QUALITY (Cont'd)

(c) Oxygen: The gas shall not contain in excess of two-tenths of one percent (0.2%) by volume of oxygen, and every reasonable effort shall be made to keep the gas completely free of oxygen.

(d) Carbon Dioxide: The gas shall contain not more than one percent (1%) by volume of carbon dioxide.

(e) Hydrogen: Gas from crude oil refineries shall contain no more than trace amounts of free hydrogen.

(f) Dust, Gums, etc.: The gas shall be commercially free of dust, gums, dirt, paraffin, impurities and other solid matter.

(g) Heating Value: The gas shall have a gross heating value of not less than nine hundred fifty (950) Btu's per cubic foot, assuming no water vapor. The term "gross heating value" when applied to a cubic foot of gas shall mean the number of Btu's produced by the complete combustion of the amount of the gas which would occupy a volume of one (1) cubic foot at 14.73 psia and a temperature of sixty degrees Fahrenheit (60 deg. F.).

(h) Temperature: The temperature of the gas at the receipt point shall not exceed one hundred twenty degrees Fahrenheit (120 deg F.).

(i) Water Vapor: Gas received in Kansas, Oklahoma, Missouri, or Texas shall not contain more than seven (7) pounds of water in vapor phase per million cubic feet and gas received in Colorado or Wyoming shall not contain more than five (5) pounds of water in vapor phase per million cubic feet, except for gas tendered to Southern Star at a receipt point where Southern Star owns and operates the equipment necessary to reduce the water vapor content of the gas to meet this requirement.

(j) Notwithstanding the provisions of paragraphs (a) through (i) above, gas quality varies throughout segments of Southern Star's pipeline system based on the function of each segment. The quality of the gas delivered by Shipper to Southern Star must, in Southern Star's reasonable discretion, be compatible with the gas typically existing in the segment of Southern Star's pipeline into which Shipper makes delivery.

3. QUALITY (Cont'd)

(k) The above quality specifications notwithstanding, for transportation of gas from wells subject to a gas purchase contract with Southern Star in effect on November 4, 1987, the quality specifications shall be the specifications under such purchase contract. However, Southern Star will be obligated to accept gas subject to this paragraph (k) only to the extent that such gas does not impair the operation of Southern Star's system or contribute to gas being delivered by Southern Star to or for its Shippers that does not meet the required quality specifications applicable to deliveries to such Shippers. This paragraph shall not apply to gas received from wells or processing/conditioning/treating plants substantially modified or connected to Southern Star's system after the effective date of this Section 3.

If, at any time, gas tendered to Southern Star shall fail to substantially conform to any of the applicable quality specifications and Southern Star notifies the Shipper of such deficiency, and such deficiency is not corrected within a reasonable period of time, Southern Star may, at its option, refuse to accept delivery pending correction of the deficiency by Shipper or continue to accept delivery and make such changes necessary to cause the gas to conform to such specifications, in which event, prior to making such changes, Southern Star shall provide Shipper with an estimate of the costs that are expected to be incurred by Southern Star in effecting such changes and Shipper shall agree to reimburse Southern Star for all such costs incurred by Southern Star in effecting such changes; provided, however, that Southern Star may at any time refuse to accept delivery of gas which it considers to be unsafe or hazardous or to impair the operation or use of its facilities. Failure by Shipper to tender deliveries that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the rights and obligations existing under any other provisions of the executed Service Agreement.

3. QUALITY (Cont'd)

Notwithstanding any other provisions hereof, if natural gas tendered to Southern Star fails to conform to the quality specifications set forth above or is contaminated by hazardous substances or hazardous materials as defined by the U.S. Environmental Protection Agency then Southern Star may either refuse to accept delivery of such gas or Southern Star may act to collect, process, treat or otherwise handle such natural gas volumes to remove such hazardous substances or materials from the natural gas to dispose of same. In connection with such disposal, Southern Star will arrange, when feasible in Southern Star's sole opinion, for the appropriate treatment of such hazardous substances or materials, and will advise Shipper in writing, as soon as reasonably practicable, of the final disposition of such substances or materials. Shipper agrees to reimburse or cause Southern Star to be reimbursed for Shipper's proportionate share of all reasonable expenses incurred in the removal, handling, treatment and disposal of such hazardous substances or materials. In addition, except to the extent caused by Southern Star's gross negligence, willful acts or omissions, Shipper shall indemnify and hold Southern Star harmless from any and all liability, damages, costs including attorneys fees, claims, demands and expenses of any nature arising from or in any manner connected with Southern Star's removal, handling, treatment, disposal or transportation of hazardous substances or materials removed from natural gas tendered by Shipper.

Southern Star shall have the right to collect from all Shippers delivering gas to Southern Star at a common Receipt Point their volumetric pro rata share of the cost of any additional gas analysis and quality control equipment which Southern Star, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered.

Southern Star shall have the right to waive any of the quality specifications contained in this Section 3 on a non-discriminatory basis if waiver of such specification(s) does not impair system operations.

GENERAL TERMS AND CONDITIONS

4. RECEIPT, DELIVERY AND POOLING POINTS

4.1 Designation of Receipt, Delivery, and Pooling

Primary receipt and delivery points under firm agreements shall be specified in the executed service agreements. Receipt points for the withdrawal of gas from storage and delivery points for the injection of gas into storage shall be specified as "storage". Southern Star shall make available Master Receipt Point and Master Delivery Point lists within the Production Area and the Market Area.

The points of interface between (a) the Production Area and the Market Area, and (b) the facilities of Southern Star and other interstate or intrastate pipelines, may be designated by Shippers in transportation service agreements as receipt and delivery points. Parties holding a service agreement to transport gas on Southern Star's system upstream of the production area/market area interface will be charged for upstream (production area) transportation and parties holding a service agreement to transport gas on Southern Star's system downstream of the production area/market area interface will be charged for downstream (market area) transportation.

Southern Star will provide pooling service pursuant to Rate Schedule PS contained herein.

Pooling is (1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point and/or (2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points. Deliveries from receipt points can be delivered directly into at least one pool and delivery points can receive quantities from at least one pool, excluding non-contiguous facilities.

Transactions at pooling points should not be consolidated for billing purposes.

4. RECEIPT, DELIVERY AND POOLING POINTS (Cont'd)

Pooling Agreements will remain in effect during OFO periods, as defined in Section 10.

Any applicable storage charges are in addition to transportation charges.

A Shipper may contract with any other party to act as agent for purposes of administering the Shipper's service agreement with Southern Star. An agent has the same rights as the Shipper under the Shipper's service agreement with Southern Star, to the extent that such Shipper has expressly delegated those rights to the agent.

GENERAL TERMS AND CONDITIONS

4. RECEIPT, DELIVERY AND POOLING POINTS (Cont'd)

4.2 Receipt and Delivery Point Flexibility

Southern Star shall use reasonable efforts, subject to system operations, to accommodate Shipper's requests to move or change primary receipt and delivery points. Shippers must notify Southern Star of such change 3 business days prior to the proposed effective date. With respect to Rate Schedules TSS, STS, SFT, and FTS, such changes are subject to available capacity.

Shippers under Rate Schedule TSS, STS, SFT, and FTS may designate secondary receipt points at any time using Southern Star's Production Area and/or Market Area Master Receipt List(s). Shippers under Rate Schedules TSS and FTS may designate secondary delivery points at any time using Southern Star's Production Area and/or Market Area Master Delivery Point List(s). Secondary receipt points under all specified rate schedules and secondary delivery points under Rate Schedule FTS may be utilized pursuant to the nomination and operating procedures set forth in Section 9. When a Shipper under Rate Schedule TSS desires to utilize a secondary delivery point, such Shipper must nominate deliveries at such delivery point. Southern Star will act upon requests to utilize a secondary delivery point as provided in Section 9. Use of such secondary delivery point is subject to the limitation set forth in Section 4.3 below. Secondary receipt point and delivery point nominations will be treated as firm, subordinate to primary receipt and delivery point commitments at the nominated secondary receipt or delivery points.

Southern Star will schedule interruptible Shippers who are "bumped" as a result of the flexibility provided above in accordance with the provisions of Section 9.

4.3 Delivery Points Under Rate Schedules TSS and STS

Only one Rate Schedule TSS or STS service agreement will be permitted at each delivery point, unless the operator of that delivery point and Southern Star have entered into a PDA agreement covering all gas delivered at that point.

GENERAL TERMS AND CONDITIONS

5. DETERMINATION OF RECEIPTS AND DELIVERIES

5.1 Receipts and Deliveries

The types of allocation methodologies is a list from which two parties may agree. List of allocation methodology types agreed upon: ranked, pro rata, percentage, swing, and operator provided value. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.

A Shipper under Rate Schedules STS and SFT may not receive deliveries of gas (1) under Rate Schedule ITS, (2) as a Replacement Shipper under the firm capacity reassignment provisions of Section 11, or (3) from third parties, unless such Shipper first takes its full MDTQ under Rate Schedule STS or SFT.

5.2 Availability and Applicability of OBAs and PDAs

Southern Star will enter into an OBA or PDA on a non-discriminatory basis with any party who operates the facilities at a receipt or delivery point on Southern Star's transmission system if such party meets Southern Star's credit-worthiness standards; provided, however, that Southern Star will not enter into OBAs at wellhead receipt points.

PDAs and OBAs will remain in effect during OFO periods.

Only one PDA allocation methodology can be applied per allocation period.

GENERAL TERMS AND CONDITIONS

6. RIGHT OF FIRST REFUSAL AT EXPIRATION OR RENEGOTIATION OF AGREEMENTS

6.1 Applicability
The right of first refusal is applicable only to service agreements under Rate Schedules FTS, SFT, STS, FSS and TSS where either the Primary Term is 12 months or more in length, or when an extended term is 12 months or more (independent of the Primary Term) and in all of the above cases shipper must pay Southern Star's maximum rate as stated on the applicable Tariff Sheet No. 10, 10A, or 11 for the 12 or more consecutive months of service immediately prior to the end of the term; provided, however, that for all such discounted service agreements with terms of one year or more which were in effect prior to May 15, 2003, the right of first refusal shall also apply at the expiration of those service agreements; and provided, that for all agreements where the Shipper paid Southern Star's maximum rate as stated on the applicable Tariff Sheet No. 10, 10A, or 11 for 12 or more consecutive months of service and the service agreement was in effect prior to May 1, 2010, the right of first refusal shall also apply at the expiration of those service agreements. If it is mutually agreeable between Southern Star and an existing capacity holder, prior to the expiration of the term of an existing service agreement and prior to Southern Star posting the available capacity under Section 6.2, if applicable, Southern Star and the existing capacity holder may agree to an extension of the term of the service agreement with respect to all or part of the underlying capacity (the exact length of which is to be negotiated on a case-by-case basis in a not unduly discriminatory manner).

GENERAL TERMS AND CONDITIONS

6. RIGHT OF FIRST REFUSAL AT EXPIRATION OR RENEGOTIATION OF AGREEMENTS (cont'd)

6.2 Procedure

Southern Star will post the availability of capacity under an expiring or terminating service agreement on its electronic bulletin board together with all applicable terms (including quantity and maximum rate) six months prior to the expiration or termination of any such service agreement, however, if the termination notice period under a service agreement is less than six months, Southern Star shall post the availability of such capacity after either party provides the other with a notice of termination. Such posting shall state the bid closing date and will remain on the bulletin board for at least one month. Bids for such capacity may be for less than the total amount of the capacity available.

The best bid shall be that bid which Southern Star determines, after consideration of the elements of the bid, including but not limited to, term, quantity, and rate(s), provides the greatest economic value, after discounting for net present value. Southern Star will evaluate the net present value of any bid using a discount rate equal to the interest rate applicable to pipeline refunds pursuant to Section 154.501 of the Commission's regulations or successor regulation. A bid to pay the maximum rate for a given term will be deemed superior to a bid to pay a specified dollar rate, which is equal to the currently effective maximum rate, for the same term, if other elements of the bids are the same. In the event of a tie, the best bid first received by Southern Star will be the best bid.

GENERAL TERMS AND CONDITIONS

6. RIGHT OF FIRST REFUSAL AT EXPIRATION OF AGREEMENTS (Cont'd)

Within 5 business days following the bid closing date, Southern Star will evaluate the bids received. Southern Star will not disclose the identity of the bidder making the best bid. If the best bid is a contingent bid, Southern Star will notify the bidder making the best bid within 5 business days following the bid closing date. That bidder will have 5 business days following such notification to satisfy or waive the contingency or Southern Star may disregard such bid.

Southern Star will notify the existing capacity holder of the best bid or that no bids were received within 5 business days after resolution of any contingencies and determining the best bid. The existing capacity holder will have a right of first refusal to match the best bid received for such capacity within 30 days after receiving the notification of the best bid. The highest rate that the existing capacity holder must match, if it desires to retain all or a portion of its capacity, is the applicable maximum tariff rate, including surcharges, for such service. The existing capacity holder's right of first refusal will expire if it fails to match the best bid and Southern Star executes a service agreement with the bidder making the best bid.

6.3 Prepayment

To ensure that competing bids are bona fide, the bidding party must tender a prepayment and meet the credit-worthiness requirements, both as set forth in Section 8.

6.4 No Bids Received

If no bids are received, service may continue at a negotiated rate and term, but in no event shall Southern Star be required to provide service at less than maximum rates. If no bids are received or the party that submitted the best bid does not execute and return the Service Agreement within five (5) business days, the existing capacity holder will be given ten (10) business days to notify Southern Star whether it wants to retain the capacity at the best bid level or at the maximum rate and the desired term, consistent with Section 7.

6.5 Acceptance of Bids

Southern Star is not required to provide service at any rate less than the maximum rate, or charge, as specified on the applicable Tariff Sheet No. 10, 10A, or 11.

GENERAL TERMS AND CONDITIONS

7. SERVICE AGREEMENT AND TERM

The rights and obligations of Southern Star and each Shipper shall be governed by the executed service agreement between the parties.

The executed service agreement may vary from the applicable Form of Service Agreement in Southern Star's tariff by page headers, placement on the page, number of pages, format, capitalization and font.

The term shall be specified by mutual agreement. The date blank(s) in the Term section of a pro forma service agreement may be filled in with specific date(s) or with reference(s) related to the in service date of Southern Star facilities or the receipt of governmental approvals or other defined events, as appropriate. Additionally, after the defined event occurs, Southern Star may send a notice to the other party confirming the actual term dates.

Agreements for firm service having a primary term of less than five years shall not be entitled to evergreen rights. Agreements for firm service having a primary term or extended term of at least five continuous years of service wherein Shipper pays Southern Star's maximum rate as stated on the applicable Tariff Sheet No. 10, 10A, or 11 for the most recent five-year period within the term of the contract prior to its termination date, will continue for successive five year terms thereafter, unless canceled, effective at the end of the term, by twelve months advance written notice by either party; provided, however, that for all such discounted service agreements with terms of five years or more which were in effect prior to August 1, 2009, the evergreen right will apply once at the end of the current term.

Service agreements and the terms thereof are governed by the Natural Gas Act, the Natural Gas Policy Act and FERC regulations promulgated thereunder.

Failure to pay (1) amounts due for service rendered pursuant to executed service agreements, or (2) charges otherwise authorized under this FERC Gas Tariff will subject Shipper to suspension of service and/or termination of the service agreement as set forth in Section 18 (Billing and Payments).

The interpretation, performance and enforcement of all Agreements shall be construed in accordance with the laws of the State of Kentucky.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE

Transportation (including storage) service shall be provided to any party, subject to the terms of the individual rate schedules, in a manner that is not unduly discriminatory.

8.1 Service Requests

Shipper must complete a Service Request Form as provided on Southern Star's CSI. All requests for interruptible or firm service shall be submitted electronically via Southern Star's CSI or made in writing. Written requests must be submitted to the following address:

Southern Star Central Gas Pipeline, Inc.
Attention: Customer Services
P.O. Box 20010
Owensboro, KY 42304-0010

Each request shall be considered valid on the date all information and fees required on the request form are received by Southern Star's Transportation Services Department. The request shall be accompanied by an earnest money payment equal to the lesser of $10,000 or the amount of the Reservation Charge for one year, if the request for firm service is being submitted 1) in response to a Binding Open Season for firm capacity; 2) by a shipper other than the existing capacity holder when bidding for capacity pursuant to the Right of First Refusal process contained in Section 6; or 3) in response to a reserved capacity posting by Southern Star on CSI pursuant to Section 33. For all other requests for firm service, no earnest money payment shall be required. Earnest money payments shall be applied to amounts due for service rendered and will not be refunded if Shipper does not execute the agreement tendered by Southern Star, which will be in the form contained in this tariff. If Southern Star is unable to provide the service requested, the earnest money will be refunded. Southern Star will forward an interruptible service agreement to any Shipper who has been pre-approved for creditworthiness and provided all necessary information as stated in this tariff no later than two business days after receipt of such Shipper's request and necessary information. During the term of an existing agreement, shippers may request a temporary or permanent increase in their firm capacity without executing a new agreement and, except in the case of requests for firm capacity specifically requiring earnest money as noted above, without submitting earnest money.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (cont'd)

8.1 Service Requests (cont'd)

If such firm capacity increase is for a full twelve months or more, at maximum rates, it will qualify for right of first refusal rights per General Terms and Conditions Section 6 of this Tariff and evergreen rights consistent with the underlying agreement. Southern Star shall not be obligated to accept requests for firm service that would require Southern Star to render more service than it can perform on or after the requested effective date.

Southern Star shall not be obligated to accept requests for firm service under Rate Schedules FTS, SFT, FSS, TSS, or STS to the extent Southern Star cannot perform such service on a firm basis 365 days per year, or if such requested service might interfere with its ability to provide no-notice service or other firm services for which Southern Star has already contracted.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

Requests for service shall become invalid if the requestor:

(a) fails to execute and return to Southern Star the appropriate service agreement within thirty (30) days after Southern Star tenders such service agreement to the requestor, unless the thirty-day period is extended by mutual agreement, or

(b) fails to provide Southern Star, by no later than the time that such executed service agreement is returned to Southern Star:

(1) payment for all fees and facilities specified in the applicable rate schedule and service agreement, and

(2) any additional information (as described on Southern Star's Service Request Form) necessary for Southern Star to process requests for service consistent with all applicable rules, regulations or orders of the Commission or other regulatory authority having jurisdiction.

Prior to commencing service to be provided pursuant to Subpart B of Part 284 of the Commission's regulations, Shipper and (1) the local distribution company, or (2) the intrastate pipeline company shall provide certification to Southern Star, including sufficient information to verify that such service is on behalf of a local distribution company or intrastate pipeline, as provided by 18 CFR Section 284.102.

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.2 New Facilities

(a) Southern Star shall not be obligated to construct, acquire, or replace any facilities to make service available under any rate schedule contained in this Volume No. 1 tariff. If Southern Star agrees to construct new facilities at receipt or delivery points, such facilities will be constructed pursuant to an executed construction and operating agreement between Southern Star and the Shipper.

(b) No facilities of others may be connected to Southern Star's facilities without Southern Star's prior approval. Southern Star shall have the right to review and approve the design of any facilities proposed to be installed by others, to inspect such facilities when installed, to request operating data, and to secure well and other necessary information relating to all new receipt and delivery locations in order to protect its existing facilities. Southern Star will not be unduly discriminatory in its approval of facilities to be connected to Southern Star's facilities.

8.3 Commingling

The gas delivered by Shipper to Southern Star shall be under Southern Star's control and possession while such gas is in Southern Star's facilities until redelivery by Southern Star to Shipper and from the time when gas is received by Southern Star into its facilities, Southern Star shall commingle such gas with other gas owned by others. Southern Star's only obligation hereunder shall be to redeliver to Shipper or on behalf of Shipper at the scheduled delivery points a quantity of gas containing the total thermal equivalent of the quantity of gas received by Southern Star for Shipper's account, less any appropriate reductions for fuel and loss. In the event the natural gas tendered by Shipper to Southern Star at the receipt point(s), or delivered by Southern Star to Shipper (or for Shipper's account) at the delivery point(s), is commingled with other natural gas at the time of measurement, the determination of deliveries applicable to Shipper shall be made in accordance with Section 5 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.4 Odorization

Southern Star may receive odorized gas by mutual agreement but shall not be obligated to odorize gas or to receive odorized gas in circumstances where the receipt of such gas may adversely affect the end use of such gas.

8.5 Credit Worthiness

Southern Star shall not be required to perform or to continue service under this FERC Gas Tariff on behalf of any Shipper who is or has become insolvent or who, at Southern Star's request, fails within a reasonable period to demonstrate creditworthiness; provided, however, such Shipper may receive service for existing capacity under this FERC Gas Tariff if Shipper maintains a prepayment for three months of such service. Southern Star will evaluate creditworthiness on a non-discriminatory basis. Any Party desiring reassigned capacity under Section 11, must also satisfy these creditworthiness requirements.

Non-creditworthy shippers desiring to establish credit sufficient to acquire newly developed capacity must provide a letter of credit, parent guaranty or prepayment equivalent to the cost of the expansion capital required to build the new capacity.

Any Party may submit evidence of creditworthiness prior to requesting a service agreement or bidding for capacity and, to the extent of credit approval, be placed on an Approved Bidder List for creditworthiness purposes for new and reassigned capacity.

Southern Star will periodically review and, if necessary, revise the Approved Bidder List and the extent of any party's creditworthiness. A party on the Approved Bidder List will remain on that list (1) until such party notifies Southern Star to remove its name from such list, (2) until such party no longer meets Southern Star's creditworthiness requirements, or (3) until such party fails to pay part or all of the amount of any bill for service under this FERC Gas Tariff.

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.6 Ancillary Arrangements

Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Southern Star at the receipt point(s), for all arrangements necessary for receipt of natural gas from Southern Star at the delivery point(s), and for all arrangements necessary to move Shipper's gas through any third party's facilities, which arrangements otherwise meet the provisions set forth in these General Terms and Conditions.

From time to time, Transporter may enter into service agreements with other interstate and intrastate pipelines, local distribution, and storage companies ("off-system services"). In the event that Transporter acquires off-system services, Transporter will use such for operational reasons or to render service for its customers. In the event that Transporter utilizes off-system service on behalf of its customers, it will only render such service to customers pursuant to Transporter's FERC Gas Tariff and subject to Transporter's approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this section, the "Shipper must have title" requirement is waived.

8.7 Warranty

Shipper hereby warrants that the title to all gas delivered by Shipper hereunder is free from all liens and adverse claims, including liens to secure payment of production taxes, severance taxes and other taxes and that the gas meets Section 3 quality specifications. Shipper at all times shall have the obligation to make settlements for all royalties due and payments to mineral and royalty owners and to make settlements with all other persons having any interest in the gas sold hereunder; and Shipper shall indemnify Southern Star and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expense arising out of or from adverse claims of any and all persons to said gas or to royalties, taxes, license fees, or charges thereon, which are applicable thereto or which may be levied and assessed thereon.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.8 Waivers

Southern Star shall not be required to perform or continue service on behalf of any Shipper that fails to comply with the terms contained in this Section 8 and the terms of the applicable rate schedule and service agreement. Southern Star shall have the right to waive any one or more specific defaults thereof by any Shipper; provided, however, that no such waiver shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or different character.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.9 Electronic Communication

Southern Star will maintain CSI as required by Section 284.12 of the Commission's regulations, on which it will make available the following data:

(a) With regard to Available Capacity:

(1) For daily unscheduled capacity:

i) the receipt points at which capacity is available,
ii) the delivery points at which capacity is available,
iii) the amount of capacity available at each receipt, delivery point, line segment and mainline,
iv) available storage capacity,

(2) For capacity released by a firm Shipper:

the notices and information required by Section 11 of these General Terms and Conditions.

(b) With regard to offers to assume or purchase capacity, the prospective Shipper will provide the following information:

(1) the locations at which capacity is desired,
(2) the amount of capacity requested at each location,
(3) the term requested for capacity, and
(4) the name of the person to contact.

Any party may obtain information regarding access to CSI by contacting Southern Star's Customer Services Department, (270) 852-5123.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.9 Electronic Communication (cont'd)

Southern Star will operate CSI on a non-discriminatory basis.

Also, Southern Star will provide downloadable information for Shippers per their request of its CSI files.

Southern Star will back-up the daily information on CSI. Historical information shall be kept for a rolling three (3) year period, inclusive of both on-line and archived data.

(c) Historical data, including capacity release data, will be made available on a consistent basis on CSI. Southern Star will provide for retrieval of open and closed offers for capacity release during the FERC archival period.

(d) Archived historical data may be accessed as follows:

(1) User may send a written request or an email request to Southern Star requesting the historical data required.

(2) Southern Star will make available the requested information electronically in a timely manner to the user.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.9 Electronic Communication(cont'd)

Southern Star will use its best efforts to ensure the accuracy of information posted on CSI; however, Southern Star shall not be liable for the accuracy of any information posted on CSI unless any such inaccuracy results from negligence or willful misconduct by Southern Star.

Southern Star will not charge a usage fee on CSI but will include CSI costs in its general rates stated on the applicable Tariff Sheet Nos. 10, 10A, and 11 of this tariff. Southern Star will be the operator of CSI.

8.10 Complaint Procedures

Shippers or potential Shippers are encouraged to first work with Southern Star to resolve problems on an informal basis prior to submitting a formal complaint.

(a) In the event of an unresolved problem, Shipper should submit a complaint in writing to Southern Star using the following address:

Southern Star Central Gas Pipeline, Inc.
Attention: Customer Services and Business Development
P.O. Box 20010
Owensboro, KY 42304-0010

(b) Any complaint shall state that it constitutes a complaint pursuant to these procedures. An initial response will be provided by Southern Star within two business days after receipt of any such complaint. A meeting will be held between the Shipper and Southern Star no later than 30 days after the complaint is submitted to try to resolve the complaint.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.10 Complaint Procedures (cont'd)

(c) If the complaint is not resolved to the Shipper's satisfaction, the Shipper may request a formal review by Customer Services and Business Development. Review and written response will be made within 30 days.

(d) If Shipper has exhausted all of the foregoing options, further discussion may be pursued with the General Counsel of Southern Star. Review and response by the General Counsel will be made within 30 days.

8.11 Assignment

Any company which shall succeed by purchase, merger, bankruptcy reorganizations or consolidation to the properties of Southern Star or of a Shipper, shall be entitled to the rights and shall be subject to the obligations of its predecessor under a service agreement; provided, however, any other assignments of any firm service agreements shall be made pursuant to the provisions of Section 11. No other assignment of any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of the non-assigning party, which consent shall not be unreasonably withheld. Either party may, without the consent of the other party, assign or pledge the service agreement as security for bonds, other obligations, or securities.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.12 Processing Rights

Shippers may exercise, either on their own behalf or on behalf of any third party possessing such rights, any processing rights they may have to gas gathered or transported by Southern Star by nominating the gas quantities they desire to deliver to a processing plant on Southern Star's system for processing pursuant to a contract between the Shipper, or its designee, and plant for removal of any constituents of the gas. Subject to Southern Star confirming the nomination with all necessary parties, including the plant operator, the Shipper will be deemed to have warranted that the Shipper or its designee has the rights to process the gas and that the Shipper will indemnify and hold Southern Star harmless from any third party claims based on an assertion of processing rights to such gas. If the Shipper does not so exercise processing rights, or if the plant operator refuses to confirm Shipper's nomination, then Southern Star shall have the right to process the gas between the Shipper's designated Receipt Point(s) and Delivery Points(s), as provided in Section 19. Further, if Southern Star in good faith asserts in writing that Southern Star has acquired processing rights under a contract with an owner of such rights, then Southern Star shall have the right to process the gas downstream of the Shipper's designated Point(s) of Receipt, subject to the understanding that neither this tariff provision nor Section 19 shall be construed as a modification, abrogation, waiver, or compromise of any right, claim, or remedy with respect to such contract that any party may assert to, or with respect to, the constituents in the gas stream, for any time period. In the event that Southern Star prevails in any dispute based on the "good faith assertion," then Southern Star shall have the right to retain the substances resulting from the processing of the gas, pursuant to Section 19.

GENERAL TERMS AND CONDITIONS

8. OPERATING CONDITIONS FOR TRANSPORTATION SERVICE (Cont'd)

8.13 Discounting Policy

Southern Star shall apply discounts to its reservation and commodity charges in the following order: Reservation charges - first, base rate reservation charge. Commodity charges - first, base rate commodity charge; second, ACA surcharge.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES

This section sets forth procedures for nomination and scheduling of service on Southern Star's system, curtailment in the event of unexpected loss of capacity after gas has been scheduled, and the treatment of imbalances. This section applies to all transportation and storage services, including services utilizing reassigned firm capacity, provided under rate schedules contained in this Volume No. 1 tariff.

9.1 Nomination Procedures

(a) Shippers under Rate Schedules TSS and STS (no-notice service) are required to nominate quantities at receipt points from Southern Star's Master Receipt Point List into Southern Star's transmission system, quantities at the production area/market area interface, and quantities at the production area pools and Market Area Pool, but not storage injection or withdrawal quantities or delivery quantities to primary delivery points (except the production area/market area interface and Market Area Pool); provided, however, that to the extent that component parts of TSS service have been assigned and the components retained by the Releasing Shipper are not within the storage to flowing supply ratio permitted in Rate Schedule TSS, deliveries must be nominated.

(b) Southern Star will deliver gas to a Shipper hereunder, up to the Shipper's MDTQ, when that Shipper has provided a thermally equivalent quantity, plus fuel and loss, to Southern Star on the same gas day, either at designated receipt point(s) or from Shipper's storage gas. Shippers under all rate schedules except TSS and STS shall use their best efforts to deliver and receive gas at uniform daily rates of flow.

(c) All nominations must include Shipper defined begin dates and end dates. All nominations excluding intra-day nominations have roll-over options. Shipper may nominate for several days, months, or years provided the nomination begin and end dates are within the term of Shipper's Service Agreement. Daily nominations do not replace the remainder of a standing nomination unless the end date is equal to or greater than the end date of the standing nomination.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

(d) Ranking will be included in the list of data elements. Southern Star will use service requester provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules.

(e) Southern Star will support the following standard nomination cycles:

(1) The Timely Nomination Cycle: 11:30 am for nominations leaving the control of the nominating party; 11:45 am for receipt of nominations by Southern Star including from Title Transfer Tracking Service Providers (TTTSPs); noon to send Quick Response; 3:30 pm for receipt of completed confirmations by Southern Star from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by Shipper and Point Operator (central clock time on the day prior to flow).

(2) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Southern Star including from TTTSPs; 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Southern Star from upstream and downstream connected parties; 10:00 pm for Southern Star to provide scheduled quantities to affected Shippers and Point Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another service requester on Southern Star to receive notice that it is being bumped should be effective at 9:00 am on gas day; and when an Evening Nomination causes another service requester on Southern Star to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on gas day.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

(3) The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Southern Star including from TTTSPs; 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Southern Star from upstream and downstream connected parties; 2:00 pm for Southern Star to provide scheduled quantities to affected Shippers and Point Operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on gas day.

(4) The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by Southern Star including from TTTSPs; 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Southern Star from upstream and downstream connected parties; 9:00 pm for Southern Star to provide scheduled quantities to affected Shippers and Point Operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

(5) For purposes of Section 9.1(e)(2), (3) and (4), "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

(6) The sending party must adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. Nominations received after the nomination deadline will be scheduled after the nominations received before the nomination deadline.

(7) In addition to notification through the scheduled quantities statement, direct notice of bumping of interruptible Shippers will be issued by email and/or telephone and/or fax and shall also be posted on Southern Star's CSI. Interruptible Shippers will also be notified as to whether penalties will apply on the day of the bump. Non-critical penalties will be waived for bumped Shippers on the day of the bump. This waiver shall not apply during Periods of Daily Balancing.

(f) The receiver of the nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send.

(g) The level of information required to define a nomination for communications purposes is a line item containing all defined components.

(h) A package ID is a way to differentiate between discrete business transactions. Use of package ID is at the discretion of the service requester, and if sent, will be accepted and processed by Southern Star. When used, package ID will be: a) supported for nominating and scheduling; b) mutually agreed between parties for allocations and imbalance reporting; c) supported for invoicing (sales and purchase); and d) mutually agreed for transport for invoicing.

(i) Southern Star posts the nominations of all Shippers and Point Operators on its system on its publicly available CSI. As stated in NAESB Standards 1.3.20 and 1.3.22, the failure of a Shipper or Point Operator to change or confirm its nominations has the same effect as if the nominations were confirmed as to the lesser of the previously scheduled quantities or the new nominations as posted on the CSI.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

9.2 Intraday Nominations

(a) Intraday nominations are defined as nominations submitted after the nomination deadline, whose effective time is no earlier than the beginning of the day and runs through the end of that gas day. Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. Intraday nominations do not roll over (i.e. intraday nominations span one day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to renominate if intraday nomination modifies existing nomination.

(b) All nominations, including intraday nominations, will be based on a daily quantity; thus an intraday nominator need not submit an hourly nomination. Intraday nominations must include an effective date and time. The interconnected parties must agree on the hourly flows of the intraday nomination, if not otherwise addressed in Southern Star's service agreement or tariff.

(c) Intraday nominations may be used to nominate new supply or market.

(d) Intraday nominations cannot cause an agreement to exceed its MDTQ.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

9.3 Segmentation

(a) Subject to the restrictions in this section 9.3, Shippers may segment their capacity by (1) releasing capacity to another replacement shipper pursuant to Section 11, or (2) by nominating receipts and deliveries within their contract path.

(b) Shippers, whose primary receipt points and primary delivery points are on the same line segment, may segment their capacity on the following production area line segments:

(1) Line segments 490 and 491 (Rawlins-Hesston line) between delivery point 121415-490 and all upstream physical receipt points.
(2) Line segment 130 (Kansas Hugoton line) between delivery point 000100-130 and all upstream physical receipt points.
(3) Line segments 377 and 315 (Straight-Blackwell line) between delivery point 180311-315 and all upstream physical receipt points.
(4) Line segment 458 (Canadian-Blackwell line) between delivery point 753701-458 and all upstream receipt points.

(c) Shippers whose primary receipt point(s) on the line segments listed in Section 9.3(b) and whose primary delivery point is 999000-909 (production/market interface) may segment their capacity between the production/market interface and upstream physical receipt points subject to the following conditions:

(1) Shippers must change their primary delivery point from 999000-909 to the following delivery point(s):
(i) The Rawlins-Hesston production/market interface delivery point 999001-490;
(ii) The Kansas-Hugoton production/market interface delivery point 999002-130;
(iii) The Straight-Blackwell production/market interface delivery point 999003-315;
(iv) The Canadian Blackwell production/market interface delivery point 999004-458.

9.3 Segmentation (cont'd)

(2) Shippers' MDQs assigned to the delivery point(s) listed in Section 9.3(c)(1) may not exceed the sum of the primary receipt point MDQs on the corresponding line segment.

(d) Shippers may use segmented capacity for forwardhauls and/or backhauls; provided, however, that the actual capacity being utilized does not exceed their contractual capacity on any portion of that line segment.

(e) Shippers using segmented capacity for backhauls may not use the production/market interfaces as a receipt point for backhaul transactions.

(f) Shippers utilizing segmented capacity on any line segment listed in Section 9.3(b) will not have the right to use secondary receipt points or secondary delivery points on any other line segment.

(g) Shippers utilizing segmented capacity will not be allowed to nominate receipts from a pooling point.

(h) Shippers utilizing segmented capacity will not be allowed to use Southern Star's storage as a receipt point or a delivery point.

(i) Shippers utilizing segmented capacity will not be allowed to use segmented capacity in any manner which would result in the Shipper exceeding its contractual capacity on any portion of that line segment.

(j) Shippers utilizing segmented capacity may change primary receipt or delivery points to other receipt or delivery points located within their segmented contract path pursuant to Section 4.2.

GENERAL TERMS AND CONDITIONS

9.4 Scheduling

(a) Receipts - Southern Star shall schedule gas at receipt points on its transmission system in the following order:

First, firm Shippers using primary receipt capacity up to the MDTQ of the service agreement,

Second, firm Shippers using secondary receipt capacity up to the MDTQ of their primary capacity on the same line segment but downstream of their primary receipt point,

Third, firm Shippers using secondary receipt capacity up to the MDTQ of the service agreement,

Fourth, ITS and AOS Shippers based on rate paid, from highest to lowest. ITS and AOS Shippers, whose gas is already flowing at a discounted rate, may state, in advance, that they are willing to pay the maximum rate to retain service in the event Southern Star receives a higher bid.

(b) Deliveries - Southern Star shall schedule gas at delivery points on its transmission system in the following order:

First, firm Shippers using primary delivery points up to the MDTQ of the service agreement,

Second, firm Shippers using secondary delivery points up to the MDTQ of their primary delivery point on the same line segment but upstream of their primary delivery point,

Third, firm Shippers using secondary delivery points up to the MDTQ of the service agreement,

Fourth, ITS and AOS Shippers based on rate paid, from highest to lowest. ITS and AOS Shippers, whose gas is already flowing at a discounted rate, may state, in advance, that they are willing to pay the maximum rate to retain service in the event Southern Star receives a higher bid.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

(c) If Southern Star does not have sufficient capacity in any portion of its system to schedule all firm quantities nominated, Shipper provided rankings will be used when making reductions, as noted in Section 9.1(d) above.

(d) Quantities will not be scheduled at receipt points or delivery points unless confirmed by the Delivering Party or Receiving Party controlling the facilities.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

9.5 Capacity Curtailment

When unexpected capacity limitations cause Southern Star to be unable to deliver the services already scheduled, the physical capacity in the affected area which Southern Star determines is available will be allocated among its customers as follows:

First, to firm Shippers pro-rata, based on MDTQs in the affected area (Production or Market).

Second, to interruptible Shippers, including AOS under firm rate schedules, based on rate paid from highest to lowest. Deliveries at the same rate shall be curtailed pro-rata. Interruptible Shippers may state, in advance, that they are willing to pay the maximum rate to avoid or minimize curtailment.

Southern Star shall provide prompt notification to all Shippers when it imposes capacity curtailment. Such notice shall state the reasons for the curtailment and Southern Star's estimate of the length of the curtailment period. Southern Star shall provide the notice by email and/or telephone and/or fax and shall post such notice on CSI.

Effective Date: 11/01/2003 Status: Effective
FERC Docket: RP03-356-001

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Sheet numbers 238 - 241 are reserved for future use.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

(c) On any day during a period of daily balancing, a Shipper under Rate Schedule(s) TSS, STS, FTS, SFT, and/or FSS may be subjected to daily balancing penalties by (1) exceeding any of the production area or market area MDTQs or MDWQ, reduced if necessary to reflect such items as capacity release, or (2) depleting its available gas in storage. Any volumes taken in excess of the production area or market area MDTQ's or MDWQ shall be considered Unauthorized Capacity Overrun and shall be subject to daily balancing penalties equal to 12 times the maximum monthly reservation rate for the applicable area per Dth; provided, however, that a 3% tolerance in excess of MDTQ shall be permitted. For any Receiving Party who is also a Shipper under this paragraph, any quantities taken in excess of MDQ at any delivery point will be credited to any quantities taken in excess of that party's MDTQ in total during the same day. Penalty revenues resulting from MDTQ or MDWQ Unauthorized Capacity Overruns will be credited to those Shippers who did not incur Unauthorized Capacity Overrun penalties on that day. Penalty revenue associated with MDTQ overruns will be credited to Shippers who did not overrun their MDTQ on the same respective day and penalty revenue associated with MDWQ overruns will be credited to Shippers who did not overrun their MDWQ on the same respective day. Credits will be pro rata based on MDTQ and MDWQ, respectively. Payment of a penalty under this paragraph shall not entitle Shipper to any future increased MDTQ or MDWQ.

Storage withdrawals made after a Shipper's storage account(s) is/are depleted shall be subject to daily balancing penalties equal to $15 per Dth. Daily penalty revenue related to storage depletion will be credited to those Shippers whose storage account was not depleted on that day.

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

(d) For deliveries taken by any Receiving Party that are greater than 103% of the sum of confirmed delivery nominations plus the TSS/STS MDQ (Overdeliveries), or for receipts delivered by any Delivering Party that are less than 95% of confirmed receipt nominations (Under Receipts), on any day during a period of daily balancing, said Receiving or Delivering Party shall pay to Southern Star a balancing penalty for each Dth of Overdeliveries or Under Receipts as follows:

(i) the greater of $10 or 5 times the average Gas Daily Index for Southern Star for each day for which daily balancing is in effect for each Dth of Overdeliveries in excess of 3% through 10% of authorized delivery levels or Under Receipts in excess of 5% through 10% of confirmed nominations;

(ii) the greater of $20 or 10 times the average Gas Daily Index for Southern Star for each day for which daily balancing is in effect for each Dth of Overdeliveries or Under Receipts in excess of 10% of authorized delivery levels (for Overdeliveries) or confirmed nominations (for Under Receipts);

(e) For each receipt or delivery point operator, Southern Star will aggregate receipts and deliveries which are on the same line segment and which are otherwise subject to this Article 9.7 for purposes of determining daily balancing penalties. Each receipt or delivery point is associated with a particular line segment on Southern Star's Master Receipt and Delivery Point Lists.

(f) Southern Star shall have the right on a nondiscriminatory basis to restrict the hourly takes of gas by Receiving Parties during system-wide periods of daily balancing to 1/16 times the sum of confirmed delivery nominations plus the TSS/STS MDQ at any delivery point.

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

(g) No later than November 1, 1997, Southern Star's EBB will contain volume to Dth conversion data for all receipt and delivery points covered by EFM and which may be subject to penalties under paragraph 9.6(d). Southern Star will waive the portion of any penalty calculated under paragraph 9.6(d) which is attributable to a difference between the actual Btu content of gas received or delivered and the posted Btu content for that receipt of delivery point. No penalty will be imposed on any Point Operator relating to variations in heat content of gas from an assumed standard of 1,000 Btu until November 1, 1997.

(h) Payments received by Southern Star for daily balancing penalties associated with Unauthorized Under Receipts shall be credited back to receipt point operators at points equipped with electronic flow measurement who did not incur any Under Receipts at such points during the period of daily balancing for which penalties were received. Payments received by Southern Star for daily balancing penalties associated with Unauthorized Overdeliveries shall be credited back to delivery point operators at points equipped with electronic flow measurement who did not incur any Overdeliveries at such point during the period of daily balancing for which penalties were received. Such credits shall be allocated based on each operator's pro rata share of the total receipt or delivery point measured volumes at these points for the period of daily balancing in which penalties were incurred.

(i) The payment of a daily balancing penalty shall not under any circumstances be considered as a substitute for any other remedies available to Southern Star against the offending Delivering or Receiving Party, including, but not limited to, suspension or reduction of deliveries until Overdeliveries or Under Receipts are made up.

(j) Southern Star will file a report and a refund plan no later than December 1, of each year for payment received for the 12 months ended September 30 of that year resulting from penalties assessed pursuant to this Section 9.6. Southern Star will make refunds to Shippers within 10 days of receiving a final order accepting such refund plan.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

9.6 Emergency Situations

An emergency situation shall include, but shall not be limited to, a drop in delivery pressure to one or more Shippers which jeopardizes service to such Shipper(s), storage withdrawals exceeding or being expected to exceed 1,225 MMDth for any day, equipment failure resulting in reduced delivery capacity on one or more segments on Southern Star's system, and actual or threatened periods of daily balancing or capacity curtailment.

Southern Star encourages parties to enter into voluntary agreements under which gas may be diverted from one Shipper to another in emergency situations. Southern Star will not provide emergency gas supplies, divert gas supplies, compensate parties whose gas may be diverted or bill parties who may receive gas diverted from others absent a written agreement with the affected parties. Southern Star shall not be liable for damages to any party adversely affected as a result of this Section 9.6.

In the event of an emergency situation, Southern Star will provide assistance to any Shipper on its system who desires to obtain additional gas or capacity, or to provide gas or capacity. Such assistance may include posting of data on CSI regarding emergency gas supplies available, requests to purchase emergency gas supplies, firm capacity available for emergency use and firm capacity needed for emergency use. Southern Star will also provide any other relevant information which it has available regarding measurement, flow data and pressures as requested by affected Shippers.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

9.7 Resolution of Monthly Imbalances

This Section 9.7 is applicable to Shippers under Rate Schedules FTS, SFT and ITS. This Section also applies to Shippers under Rate Schedules TSS and STS to the extent net injections result in Shipper's storage inventory balance exceeding the MSQ or to the extent Shipper's storage inventory balance is less than the amount of net withdrawals.

An imbalance results when a Shipper delivers or causes delivery to Southern Star at the receipt point(s) of a quantity of gas which, after appropriate reduction for fuel and loss, is less than or greater than the quantity of gas taken from Southern Star at the delivery point(s). Shippers shall maintain thermal balancing of receipts and deliveries on a daily basis to the maximum extent possible. Any monthly imbalances which do remain, however, shall be subject to the provisions of this Section 9.7.

(a) All transportation agreements with each Shipper within the same area (production/market) will be combined for purposes of determining whether a net monthly imbalance exists. If a Shipper utilizes more than one agreement to transport the same gas sequentially within the same area, Southern Star will utilize original receipts and ultimate deliveries for purposes of determining the monthly imbalance. An imbalance statement shall be generated for each Shipper at the same time or prior to the generation of the transportation invoice, which will state their level of imbalance for the preceding calendar month. Shippers may elect to resolve their imbalances by the end of the calendar month following the month in which the imbalance occurs by any of the following means:

(i) imbalance trading among Shippers in the same area,

(ii) treating the imbalance as if it had been injected into or withdrawn from the Shipper's storage account to the extent Shipper has storage capacity available or Shipper's storage inventory is sufficient to cover the imbalance (applies only to those Shippers who also have storage agreements with Southern Star),

(iii) adjusting nominations for the remainder of the current month, or

(iv) cashing out imbalances in excess of the tolerance level, as defined in (b) below, at 100% of the index price applicable to Southern Star as published in the first issue of Inside FERC's Gas Market Report for the month in which the imbalance occurred. If Inside FERC's Gas Market Report does not publish an index price for Southern Star, then the index price shall be the average of the first of the month index prices as published in the first issue of Inside FERC's Gas Market Report applicable to those pipelines categorized as Oklahoma region pipelines in Platts' Gas Daily.

(b) Net monthly imbalances which are not resolved by the end of the first month following the month in which the imbalance occurred and which exceed the greater of (1) 1,000 Dth, or (2) plus or minus 5% of actual deliveries to the Shipper shall be subject to a balancing fee equal to the maximum rate under Rate Schedule ISS, plus associated storage fuel and loss. Shippers remain responsible for actual elimination of the imbalance, by using one of the four methods set out in 9.7(a)(i) - (iv) above, notwithstanding the payment of the balancing fee. If a Shipper is unable to resolve a net imbalance due directly to Southern Star's negligence or willful acts or omissions, the fee provided by this paragraph shall not apply.

(c) Net monthly imbalances which are not resolved by the end of the second month following the month in which the imbalance occurred and which exceed the tolerance specified in the preceding paragraph shall be cashed-out according to the schedule set forth in (i) and (ii) below. Spot price refers to the index price as defined in (a)(iv) above.

(i) Receipts in excess of deliveries shall be purchased by Southern Star from the Shipper at the following prices:

Percent by which receipts exceed deliveries	Purchase Price
Up to 5% or 1,000 Dth	N/A
(5% but less than 10%	.7 x spot price
(10% but less than 15%	.6 x spot price
(15%	.5 x spot price

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

(ii) Deliveries in excess of receipts shall be sold by Southern Star to the Shipper at the following prices:

Percent by which deliveries exceed receipts	Sales Price
Up to 5% or 1,000 Dth	N/A
(5% but less than 10%	1.3 x spot price
(10% but less than 15%	1.4 x spot price
(15%	1.5 x spot price

(d) During each twelve month period beginning on the effective date of this Section 9, Southern Star shall refund any net revenue (sales revenue less purchase cost) received from operation of paragraph (c) to all Shippers on a pro-rata basis based on quantity delivered under rate schedules applicable to this Section 9.7 to each Shipper during such twelve month period. This refund shall be net of costs Southern Star incurs for purchases made for operational purposes. If Southern Star incurs a net cost during such twelve month period, the amount will be deferred and offset against revenue received in the next twelve month period. Carrying costs shall be calculated on the net balance each month (either net revenue or net cost) utilizing the rate set forth in Section 154.501 of the Commission's regulations. Southern Star will file a report and, if necessary, a refund plan no later than December 1 of each year of net cash out activity for the 12 months ended September 30 of that year. Southern Star will make refunds to Shippers within 10 days of a final order accepting such refund plan.

(e) In the event a monthly imbalance exceeding the tolerance set forth in Sections 9.7(b) and 9.7(c) results directly from (1) compliance with an operational flow order issued by Southern Star pursuant to Section 10, (2) inaccurate information provided by Southern Star, or (3) a force majeure event, such Shipper shall be allowed an additional month to resolve such imbalances.

(f) No imbalance penalty will be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

(g) In the event actual or expected imbalances threaten the integrity of its system, Southern Star may take whatever actions it deems necessary to protect such system integrity, including, but not limited to, adjusting or rejecting Shipper nominations. Any actions taken by Southern Star pursuant to this paragraph shall not be unduly discriminatory.

(h) Imbalances will not be cashed-out more than once.

9.8 Imbalances with Inactive Shippers

Shippers with no scheduled receipts or deliveries on any of their transportation agreements for 90 consecutive days from the end of the month that quantities were last scheduled under any of their transportation agreements shall be deemed inactive shippers and be subject to this Section 9.8. Imbalances remaining and not resolved pursuant to Section 9.7 above will be purchased by Southern Star from the inactive Shipper at a price equal to 100% of the spot market price applicable to Southern Star as published in the first issue of Inside FERC's Gas Market Report for the last month the inactive Shipper had scheduled quantities or sold by Southern Star to the inactive Shipper at 100% of such spot market price for the last month the inactive shipper had scheduled quantities. If Inside FERC's Gas Market Report does not publish an index price for Southern Star, then the index price shall be based on the alternative method as described in Section 9.7 (a)(iv) above. Southern Star shall include any cash out activity resulting from this Section 9.8 in its cash out report and/or refund plan filed pursuant to Section 9.7 (d). Other than being subject to this Section 9.8, inactive shippers shall continue to have all rights and responsibilities that they would otherwise have pursuant to their service agreement(s) and this tariff.

9.9 Imbalances at Termination of Agreement

Imbalances existing when all agreements with a shipper have terminated shall be eliminated by the end of the second month following the termination of the last active agreement with a shipper. Imbalances not eliminated within the two month period will be purchased by Southern Star from the Shipper at a price equal to 50% of the spot market price applicable to Southern Star as published in the first issue of Inside FERC's Gas Market Report for the last month of the agreement or sold by Southern Star to the Shipper at 150% of such spot market price for the last month of the agreement. If Inside FERC's Gas Market Report does not publish an index price for Southern Star, then the index price shall be based on the alternative method as described in Section 9.7 (a)(iv) above. Southern Star shall include any cash out activity resulting from this Section 9.9 in its cash out report and/or refund plan filed pursuant to Section 9.7(d).

GENERAL TERMS AND CONDITIONS

9. SCHEDULING, CURTAILMENT AND IMBALANCES (Cont'd)

9.10 Suspense Gas

Southern Star will notify Point Operators by approximately the 15th of each month of their level of suspense gas for the preceding calendar month. Southern Star will post on CSI by approximately the 15th of each month quantities of suspense gas in the preceding month which cannot be attributed to any party. Any Point Operator who delivers unscheduled natural gas onto Southern Star's transmission system will be given sixty (60) days from the date Southern Star provides notice to the Point Operator that such gas has been received, to deliver it off the system or schedule it for delivery, or it will become the property of Southern Star at the end of the 60-day period. If the party who delivered such gas unto Southern Star's system is not known, the gas will become the property of Southern Star sixty (60) days after it was received by Southern Star. Any Point Operator who receives unscheduled natural gas from Southern Star's transmission system will be given sixty (60) days from the date Southern Star provides notice to the Point Operator that such gas has been delivered, to tell Southern Star what agreement the delivery should be allocated to, or the Point Operator will be charged 150% of the spot market price for the month in which the delivery (including associated fuel) was made, as defined in Section 9.9, plus the maximum ITS rate for both the production and market areas, grossed up for fuel, for gas delivered in the market area, or the maximum ITS rate for the production area, grossed up for fuel, for gas delivered in the production area. To the extent any Point Operator is assessed a penalty for Overdeliveries under Section 10.4, such Overdeliveries will be excluded from the charges for suspense gas deliveries provided in the preceding sentence.

GENERAL TERMS AND CONDITIONS

10. OPERATIONAL FLOW ORDERS

10.1 General

Southern Star may issue operational flow orders (OFO's) to Shippers under Rate Schedules ITS, ISS, TSS, FSS, STS, SFT and FTS, or to Point Operators as described in this Section 10 as it deems necessary to protect the integrity of its system or any portion thereof; provided, however, that OFO's will only be issued to Point Operators who have actual operational control of the receipt or delivery point. Southern Star's actions with respect to OFO's are to be reasonable, objective, and non-discriminatory. No Shipper or Point Operator that is subject to an OFO shall be required to exceed its contractual rights or obligations under its agreement with Southern Star. Southern Star shall not be liable for any resulting damages, costs, or expenses incurred as a result of such OFO unless such damages, costs, or expenses result for the negligence or willful misconduct by Southern Star. The types of OFO's described below are illustrative and are not intended to be all-inclusive. If any Shipper or Point Operator does not follow the operational orders issued hereunder, such Shipper or Point Operator, in addition to all other remedies, shall be liable for any resulting damages, costs, or expenses and will indemnify Southern Star from any such damages, costs, and expenses to Southern Star or any other party. Except for reason of force majeure, Southern Star will provide a reservation charge and surcharge credit for reduced deliveries that result from the issuance of an OFO.

OFO's will be issued by 12 noon Central time. The OFO will be effective the second gas day after issuance, in accordance with the Section 9 nomination and scheduling provisions, unless otherwise provided in the order. Southern Star may make OFO's effective with a shorter notice if necessary to protect the integrity of its system. Nomination changes required by an OFO must be made in accordance with Section 9.1(c) and (d).

Each Shipper and Point Operator shall designate one or more persons for Southern Star to contact on operational matters on a 24-hour a day, 365 days a year basis. Email or internet URL addresses, fax and telephone numbers must be provided for such person or persons. If Southern Star is unable to contact any Shipper or Point Operator because that Shipper's or Point Operator's contact person(s) is unavailable, such Shipper or Point Operator shall be solely responsible for any consequences arising from such failure of communications.

GENERAL TERMS AND CONDITIONS

10. OPERATIONAL FLOW ORDERS (cont'd)

OFO's shall be issued by email or direct notification to the customer's URL address and shall also be posted on Southern Star's CSI. In the event of known failure of the email or internet notification, such affected customer(s) shall be notified by fax or telephone. Notice of such OFO shall specify the nature of the problem sought to be addressed, the anticipated duration of the required compliance, and the parameters of such compliance. Southern Star will issue general, system-wide OFO's only after Southern Star determines that it is not possible for it to issue an OFO on a specific portion of the system.

Before issuing an OFO, Southern Star will attempt to identify specific customers causing operational conditions that may threaten the integrity of Southern Star's pipeline system, and attempt to remedy those operational problems through requests for voluntary action provided, however, exigent circumstances may exist which require immediate issuance of an OFO. Upon termination of an OFO, Southern Star will post on CSI all relevant information specific to the individual situation to justify the issuance and lifting of that particular OFO.

Conditions which threaten integrity shall include, but are not limited to, exceeding the Maximum Allowable Operating Pressure of a line segment, loss of sufficient line pressure to meet delivery obligations, or any other condition which may affect Southern Star's ability to provide contracted levels of firm service. Southern Star shall be entitled to issue two types of OFO's: a Standard Operational Flow Order ("Standard OFO") and an Emergency Response Operational Flow Order ("Emergency OFO"). A Standard Operational Flow Order shall consist of pre-emptive or preventive actions or measures that neutralize or reduce threats to, or otherwise preserve, as reasonably deemed necessary by Southern Star, the integrity of all or a portion of its system. An Emergency Response Operational Flow Order shall consist of actions or measures required by Southern Star that neutralize or reduce threats to, or otherwise preserve, the integrity of all or a portion of its system which requires immediate response as reasonably deemed necessary by Southern Star. Southern Star shall specify in the OFO notice which type of OFO it is issuing.

10.2 Types of Operational Flow Orders

(a) Storage injections and withdrawals

Southern Star may direct Shippers under Rate Schedules TSS and STS or Point Operators to increase or decrease receipt of flowing gas in the event storage injections or withdrawals, respectively, exceed or fall below guidelines established in Rate schedule FSS.

Southern Star may direct Shippers under Rate Schedules TSS and STS or Point Operators to increase receipts of flowing gas in the event total storage withdrawal levels are expected to exceed the MDWQ for those services.

Southern Star may direct Shippers under Rate Schedules TSS, STS ITS, ISS, FSS, SFT and FTS or Point Operators to decrease receipts of flowing gas in the event Southern Star does not have sufficient storage injection capacity to

10. OPERATIONAL FLOW ORDERS (Cont'd)

receive and inject gas tendered or projected to be tendered to Southern Star for storage or to maintain supply/demand balance on its system.

(b) System maintenance

Southern Star may direct Shippers under Rate Schedules TSS, STS, SFT, ITS, ISS, FSS and FTS or Point Operators to increase or decrease receipts of flowing gas in specified line segments in order to accommodate required maintenance, either scheduled or unscheduled.

(c) Specific line segments

Southern Star may direct Shippers under Rate Schedules TSS, STS, FSS, ISS, ITS, SFT and FTS or Point Operators to increase or decrease receipts of flowing gas in order to maximize available compressor station horsepower on high demand days, maximize system capacity, maintain proper receipt distribution on its system, or mitigate high system pressures.

(d) Peak hour deliveries

Notwithstanding any other provision of these General Terms and Conditions, Southern Star may direct Shippers under Rate Schedules TSS, SFT, FTS, FSS, ISS, ITS and STS or Point Operators to decrease peak hour deliveries in the event delivery pressure at one or more delivery points drops below, or is expected to drop below, the pressure necessary to satisfy peak hour demands. Any such order could be issued at any time to become effective three hours after such issuance, unless Southern Star in good faith determines that a shorter notice period is required.

(e) Voluntary arrangements

Southern Star may also activate any pre-arranged voluntary arrangements under which gas is diverted from one Shipper to another.

10. OPERATIONAL FLOW ORDERS (Cont'd)

(f) Southern Star may direct shipper under Rate Schedules TSS, STS, FSS, ISS, ITS, SFT and FTS or Point Operators to increase receipts of flowing gas to maintain a North/South system balance between the Northern and Southern portions of Southern Star's system.

(g) Southern Star may issue any other OFO it deems necessary to protect the integrity of its system. On any occasion when Southern Star issues an OFO under this subsection, Southern Star will send to the Commission a detailed description of the situation which necessitated the issuance of that particular OFO.

10.3 Failure to Comply with Operational Flow Orders

If Shipper or Point Operator fails to comply with the terms of an OFO for reasons other than Southern Star's negligence, misconduct, or inaccurate information provided by Southern Star, such Shipper or Point Operator shall be assessed a penalty as set forth below. For Emergency OFOs, the penalty for failure to comply with the terms of an OFO shall be the greater of $10.00 or 5 times the average Gas Daily Index for Southern Star for the days of noncompliance for each Dth by which Shipper deviated from the requirements of the OFO. For Standard OFOs, the penalty for failure to comply with the terms of an OFO shall be the greater of $5.00 or 2.5 times the average Gas Daily Index for Southern Star for the days of noncompliance for each Dth by which Shipper deviated from the requirements of the OFO. The quantity of gas subject to OFO penalties shall be determined pursuant to Section 10.4.

Southern Star will not double charge an OFO penalty to the same party for the same violation. If the Point Operator does not have a transportation service agreement with Southern Star, the nomination Confirmation shall serve as a contract between Southern Star and the Point Operator for purposes of this Section 10.

Payments received by Southern Star for OFO penalties shall be credited to Shippers and point operators pursuant to Section 10.4 (c) and (h).

Southern Star will file a report and a refund plan no later than December 1 of each year for payments received for the 12 months ended September 30 of that year resulting from penalties assessed pursuant to this Section 10. Southern Star will make refunds to Shippers within 10 days of receiving a final order accepting such refund plan.

Shippers and Point Operators will be exempt from imbalance penalties associated with OFO compliance and will have an additional 30 days to correct OFO related imbalances.

GENERAL TERMS AND CONDITIONS

10. OPERATIONAL FLOW ORDERS (Cont'd)

10.4 Unauthorized Overdeliveries, Under Receipts, and Penalties

(a) Overdeliveries - During any OFO period, if any Receiving Party takes a quantity of gas from any Delivery Point where at least 97% of volumes are measured by electronic flow measurement equipment (EFM) in excess of the quantity authorized (the quantity authorized is equal to the quantity scheduled by Southern Star and confirmed by the Receiving Party for the account of all Shippers delivering gas at that location plus the MDQ(s) for that Delivery Point under Rate Schedules TSS and STS which are not subject to capacity release), such excess quantities taken shall be considered Unauthorized Overdeliveries and shall be subject to OFO penalties as provided in (d) below. Actual quantity taken shall be determined by reference to recorded EFM data. Penalties will be levied by Southern Star against the Receiving Party who controls the facilities into which gas is delivered. If the Receiving Party does not have a transportation service agreement with Southern Star, the nomination Confirmation shall serve as a contract between Southern Star and the Receiving Party for purposes of paragraph (d) below.

(b) Under Receipts - During any OFO period, if any Delivering Party delivers a quantity of gas into Southern Star's system at any Receipt Point, where at least 97% of volumes are measured by electronic flow measurement equipment (EFM), less than the nominations confirmed at such receipt point by such Delivering Party, the difference between the confirmed nomination and the actual quantity delivered shall be considered Unauthorized Under Receipts and shall be subject to OFO penalties as provided in (d) below. Actual quantity delivered shall be determined by reference to recorded EFM data. Penalties will be levied by Southern Star against the Delivering Party who controls the facilities from which gas is delivered. If the Delivering Party does not have a transportation service agreement with Southern Star, the nomination Confirmation shall serve as a contract between Southern Star and the Delivering Party for purposes of paragraph (d) below.

GENERAL TERMS AND CONDITIONS

10. OPERATIONAL FLOW ORDERS (Cont'd)

(c) On any day during an OFO period, a Shipper under Rate Schedule(s) TSS, STS, FTS, SFT, and/or FSS may be subjected to OFO penalties by (1) exceeding any of the production area or market area MSQs, MDTQs, MDIQs, or MDWQs, reduced if necessary to reflect such items as capacity release, or (2) depleting its available gas in storage. Any volumes taken in excess of the production area or market area MDTQs, MDIQs, or MDWQs, or any volumes stored in excess of their MSQ, shall be considered Unauthorized Capacity Overrun and shall be subject to OFO penalties equal to 365 times the maximum daily reservation rate for the applicable area per Dth; provided, however, that a 3% tolerance in excess of MDTQ shall be permitted. For any Receiving Party who is also a Shipper under this paragraph, any quantities taken in excess of MDQ at any delivery point will be credited to any quantities taken in excess of that party's MDTQ in total during the same day. Penalty revenues resulting from MSQ, MDTQ, MDIQ, or MDWQ Unauthorized Capacity Overruns will be credited to those Shippers who did not incur Unauthorized Capacity Overrun penalties on that day. Penalty revenue associated with MDTQ overruns will be credited to Shippers who did not overrun their MDTQ on the same respective day and penalty revenue associated with MDWQ, MDIQ, or MSQ overruns will be credited to Shippers who did not overrun their MDWQ, MDIQ, or MSQ on the same respective day. Credits will be pro rata based on MSQ, MDTQ, MDIQ, and MDWQ, respectively. Payment of a penalty under this paragraph shall not entitle Shipper to any future increased MSQ, MDTQ, MDIQ, or MDWQ.

Storage withdrawals made after a Shipper's storage account(s) is/are depleted shall be subject to OFO penalties equal to:

(i) for standard OFO periods, the greater of $5 or 2.5 times the average Gas Daily Index for Southern Star for each day the OFO is in effect for each Dth of storage withdrawal;

(ii) for emergency OFO periods, the greater of $10 or 5 times the average Gas Daily Index for Southern Star for each day the OFO is in effect for each Dth of storage withdrawal;

Daily penalty revenue related to storage depletion will be credited to those Shippers whose storage account was not depleted on that day.

GENERAL TERMS AND CONDITIONS

10. OPERATIONAL FLOW ORDERS (Cont'd)

(d) For deliveries taken by any Receiving Party that are greater than 103% of the sum of confirmed delivery nominations plus the TSS/STS MDQ (Overdeliveries), or for receipts delivered by any Delivering Party that are less than 95% of confirmed receipt nominations (Under Receipts), on any day during an OFO period, said Receiving or Delivering Party shall pay to Southern Star a penalty for each Dth of Overdeliveries or Under Receipts as follows:

(i) for standard OFO periods, the greater of $5 or 2.5 times the average Gas Daily Index for Southern Star for each day the OFO is in effect for each Dth of Overdeliveries or Under Receipts;

(ii) for emergency OFO periods, the greater of $10 or 5 times the average Gas Daily Index for Southern Star for each day the OFO is in effect for each Dth of Overdeliveries or Under Receipts;

(e) For each receipt or delivery point operator, Southern Star will aggregate receipts and deliveries which are on the same line segment and which are otherwise subject to this Section 10.4 for purposes of determining OFO penalties. Each receipt or delivery point is associated with a particular line segment on Southern Star's Master Receipt and Delivery Point Lists.

(f) Southern Star shall have the right on a nondiscriminatory basis to restrict the hourly takes of gas by Receiving Parties during system-wide OFO periods to 1/16 times the sum of confirmed delivery nominations plus the TSS/STS MDQ at any delivery point.

GENERAL TERMS AND CONDITIONS

10. OPERATIONAL FLOW ORDERS (Cont'd)

(g) Payments received by Southern Star for OFO penalties associated with Unauthorized Under Receipts shall be credited back to receipt point operators at points equipped with electronic flow measurement who did not incur any Under Receipts at such points during the OFO period for which penalties were received. Payments received by Southern Star for OFO penalties associated with Unauthorized Overdeliveries shall be credited back to delivery point operators at points equipped with electronic flow measurement who did not incur any Overdeliveries at such point during the OFO period for which penalties were received. Such credits shall be allocated based on each operator's pro rata share of the total receipt or delivery point measured volumes at these points for the OFO period in which penalties were incurred.

(h) The payment of an OFO penalty shall not under any circumstances be considered as a substitute for any other remedies available to Southern Star against the offending Delivering or Receiving Party, including, but not limited to, suspension or reduction of deliveries until Overdeliveries or Under Receipts are made up.

(i) Due to the unusual nature of OFO penalty invoices, Shipper shall have 30 days to review and make payment from the date the invoice is rendered (as defined in Section 18 - Billing & Payments). If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute. Interest will accrue pursuant to Section 18 if payment is not received by the due date.

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT

11.1 For purposes of this Section 11, the following definitions shall apply:

(a) Primary Shipper - means any party who is an initial signatory to a Service Agreement for capacity which was not obtained pursuant to this Section 11 with Southern Star.

(b) Subsequent Shipper - means any party that acquires firm capacity rights on Southern Star's system pursuant to Section 8.11.

(c) Releasing Shipper - means any party releasing capacity under Rate Schedule TSS, FTS and FSS, whether the Primary Shipper of capacity or a Subsequent Shipper of capacity.

(d) Replacement Shipper - means any party receiving the capacity being released.

(e) Pre-arranged Shipper - means the party to receive the capacity assignment in a pre-arranged agreement.

(f) Posting Period - means the period of time the notice of available capacity is posted on CSI before bids will be accepted.

(g) Bidding Period - means period of time bids to purchase released capacity will be accepted. The Bidding Period will be stated in the posting.

(h) Bid Evaluation and Notification - means the period of time for Southern Star to evaluate and determine the best bids, allocate capacity, and notify the best bidder, or the Pre-arranged Shipper under a right of first refusal, of the allocations.

(i) Period to Match - means the period of time for the Pre-arranged Shipper to match the highest bid exceeding the Pre-arranged Deal.

(j) Pre-arranged Agreement - means an agreement for release of capacity negotiated between the Releasing Shipper and the Pre-arranged Shipper.

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

(k) Elapsed Prorata Capacity - means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

11.2 General

(a) Any Shipper hereunder may permanently or temporarily reassign its capacity, in whole or in part, under Rate Schedules TSS, FTS and FSS as provided in this Section 11 within the term of its underlying Service Agreement. This Section 11 is not available to any Shipper whose service agreement has been executed pursuant to an individually certificated service.

(b) Capacity under Rate Schedule TSS may be reassigned as either a no-notice service, provided that all components are in the proportions provided below, or as the separate components (i.e., FTS-M, FTS-P or FSS). If the components of TSS service are separately reassigned, such components will be treated in the same manner as each of the individual services and are subject to all nomination procedures specified in Section 8. A Releasing Shipper under Rate Schedule TSS retains no-notice service only to the extent that the Releasing Shipper maintains the ratio of at least one-third of but no more than one-half of the total deliveries of gas from flowing gas supply sources and at least one-half of but no more than two-thirds of the total deliveries of gas from storage, utilizing the components not reassigned. Releases of FSS service must be in the ratio of one Dth of MDWQ to thirty three Dth of MSQ.

(c) A Primary Shipper may reassign capacity between primary receipt and primary delivery points specified in the executed service agreement or for purposes of segmenting capacity pursuant to Section 9.3, may reassign capacity between primary and secondary points within their contract path. Primary Shippers, Replacement Shippers and any subsequent Releasing Shippers may change primary receipt or delivery points pursuant to Section 4.2. Secondary receipt and secondary delivery points and pooling points are available to a Replacement Shipper to the same extent that they are available to the Releasing Shipper pursuant to Section 4.2 and Section 9.3.

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

Except as provided in the preceding paragraph, a Replacement Shipper has the same receipt and delivery point flexibility rights and restrictions as the Primary Shipper and is subject to the same creditworthiness requirements. A Releasing Shipper may not impose additional creditworthiness requirements. The Replacement Shipper may only reassign the capacity under this Section 11.

(d) The Primary Shipper, any Subsequent Shipper, and any Replacement Shipper remain liable to Southern Star for the reservation fee, reservation balancing fee, if applicable, and any reservation fee surcharges under its service agreement and shall receive a credit for revenues received from the current Replacement Shipper as provided in Section 11.7 below. Releasing Shippers utilizing this procedure release Southern Star from any liability resulting from the breach by the Replacement Shipper(s) of any conditions or restrictions specified by the Releasing Shipper(s).

11.3 Pre-arranged releases

(a) Short Term Releases (31 days or less): Southern Star will notice short-term pre-arranged deals for capacity through a posting on CSI. Such pre-arranged release of firm capacity must comply with the requirements of Section 11.4. Any such release may not be extended to the same Replacement Shipper within 28 days of the first release, without being subject to the provisions of Section 11.4, except as exempted under 18 CFR Section 284.8 for asset managers or a marketer participating in a state-regulated retail access program.

(b) Long Term Releases (more than 31 days): Southern Star will notice long-term pre-arranged deals for capacity through a posting on CSI. The Pre-arranged Shipper and parties who wish to bid for the capacity, must comply with the posting, bidding, and matching requirements of Section 11.4. However, pre-arranged releases for one year or more at the maximum rate shall be exempt from the bidding and matching requirements of Section 11.4.

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

11.4 Procedure

(a) Bids and offers must be complete before being posted. Only posted offers and bids will be available electronically. Completed offers for release and bids, including pre-arranged releases, shall be posted upon receipt. Releasing Shippers may request a later posting time for posting such offer provided such posting time comports with the standard time line set forth below. The Capacity Release time line is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be credit worthy before the capacity release bid is tendered; and (2) there are no special terms or conditions of the release.

For biddable releases (less than 1 year):
- offers should be tendered by 12:00 P.M. on a Business Day;
- open season ends no later than 1:00 P.M. on a Business Day (evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken);
- evaluation period ends and award posting if no match required at 2:00 P.M.;
- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.;
- where match required, award posting by 3:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For biddable releases (1 year or more):
- offers should be tendered by 12:00 P.M. four Business Days before award;
- open season ends no later than 1:00 P.M. on the Business Day before timely nominations are due (open season is three Business Days);
- evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- evaluation period ends and award posting if no match required at 2:00 P.M.;
- match or award is communicated by 2:00 P.M.;
- match response by 2:30 P.M.;

- where match required, award posting by 3:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For non-biddable releases:
Timely Cycle
- posting of prearranged deals not subject to bid are due by 10:30 A.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (CCT).

Evening Cycle
- posting of prearranged deals not subject to bid are due by 5:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (CCT).

Intraday 1 Cycle
- posting of prearranged deals not subject to bid are due by 9:00 A.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (CCT).

Intraday 2 Cycle
- posting of prearranged deals not subject to bid are due by 4:00 P.M.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract (CCT).

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

There will be no extensions of the original bid period or the pre-arranged deal match period without posting a new release.

The Releasing Shipper must specify the term, quantity, and minimum rate it is willing to accept, as well as whether the assignment is subject to recall. Reput methods and rights should be specified at the time of the deal. Reput methods and rights are individually negotiated between the Releasing Shipper and the Replacement Shipper. The Releasing Shipper may specify further objective and non-discriminatory conditions in its notice of release, such as (1) alternative economic criteria for evaluating bids; (2) whether bids using a one-part, volumetric rate will be accepted; (3) alternate methods for breaking ties; (4) whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated; (5) whether a bid for a portion of the capacity offered will be accepted and (6) other non-discriminatory conditions that the Releasing Shipper retaining recall rights may specify, such as whether it requires consent for subsequent releases of this released capacity by the Replacement Shipper. The following methodologies may be chosen by the Releasing Shipper to be used in determining the awards from the bid(s) submitted: (1) highest rate, (2) net revenue, (3) present value. Another method of determining the awards may be specified by the Releasing Shipper; however, if another method is chosen, the transaction will be processed within two (2) business days or as soon as reasonably practicable, whichever is sooner. If a Releasing Shipper specifies its own procedures for evaluating bids, they shall be posted on Southern Star's CSI, objectively stated, and shall be applicable to all potential bidders on a non-discriminatory basis. The terms and conditions must not conflict with this FERC Gas Tariff, and Southern Star may reject conditions which are unduly burdensome, or to assure non-discriminatory treatment of releases. For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper must include the reservation rate and all demand surcharges, as a total number or as stated separately. Releasing Shipper has the choice to specify dollars and cents or percents of the maximum tariff rate in the denomination of bids. Once the

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

choice is made by the Releasing Shipper, the bids must comport with the choice.

(b) Southern Star will post the information provided by the Releasing Shipper on CSI. The posting will include, but will not be limited to:

(1) the quantity available for assignment,
(2) the points of receipt and delivery and the released quantity for each point,
(3) the term of the assignment, and whether the release is on a permanent or temporary basis,
(4) whether the assignment is firm or recallable and the recall/reput conditions, if applicable,
(5) the minimum reservation charge including the reservation balancing fee the Releasing Shipper will accept, and/or, if the Shipper elects, the minimum Reservation Charge restated on a volumetric basis,
(6) any Pre-arranged Shipper proposed to obtain released capacity under the rates, terms and conditions contained in the Shipper's Notice
(7) whether contingent bids will be accepted subject to Section 11.4(c),
(8) any other conditions the Releasing Shipper specifies for the assignment in accordance with Section 11.4(a).

The Releasing Shipper is responsible for verifying the accuracy of the posting.

A Releasing Shipper may withdraw its offer to release capacity at any time prior to the close of the bidding period specified in Section 11.4 where unanticipated circumstances justify and no minimum bid has been made. Offers to release firm capacity shall be binding until written or electronic notice of withdrawal is received by Southern Star.

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

(c) Replacement and Pre-arranged Shippers must be on Southern Star's Approved Bidder List, as defined in Section 8.5, and have sufficient creditworthiness approved by Southern Star to cover its bid before its bid may be submitted under Section 11 of these General Terms and Conditions. The Replacement or Pre-arranged Shipper must satisfy all other pipeline tariff provisions governing Shipper eligibility before it may contract with Southern Star for the released capacity. Once the Replacement or Pre-arranged Shipper, with the approval of Releasing Shippers, executes a Service Agreement with Southern Star, the Replacement or Pre-arranged Shipper becomes a Shipper like any other Shipper and is subject to applicable provisions of Southern Star's FERC Gas Tariff, including but not limited to Southern Star's billing and payment and operational provisions. In addition, the Replacement or Pre-arranged Shipper as a Shipper may also release its capacity pursuant to this Section. Firm capacity reassignments will require the tender of paper service agreements only when the release is for the entire remaining term of all or a portion of the Releasing Shipper's capacity on Southern Star's system.

(d) Any Replacement or Pre-Arranged Shipper who satisfies all tariff provisions governing eligibility and who desires the capacity may submit a bid for the capacity under the conditions posted in conjunction with a notice of release. Any such bid shall be considered a service request pursuant to Section 8.1 of these General Terms Conditions; provided, however, that no earnest money payment will be required. The Shipper desiring capacity must submit a bid to Southern Star via Southern Star's CSI prior to the expiration of the bidding period. Bids for capacity may not exceed Southern Star's posted maximum rate including ACA or other surcharges; provided, however, that beginning July 30, 2008, the maximum rate ceiling specified in the preceding sentence shall not apply to capacity release transactions of one year or less. Southern Star will post a volumetric equivalent of its maximum reservation charge on the applicable Tariff Sheet 10, 10A, or 11. Any marketing fee to be earned by Southern Star may not be included in a maximum rate bid by a Replacement Shipper. Bids for capacity will be posted on Southern Star's CSI with the bidder's identity deleted.

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

A bidder may withdraw its bid for capacity at any time prior to the close of the bidding period specified in Section 11.4(b), but may only submit a new bid for that released capacity having a higher economic value. If a person submits multiple bids, and withdraws one, all bids for the same released capacity or any portion thereof are considered withdrawn. Bids for released capacity shall be binding until written or electronic notice of withdrawal is received by Southern Star. Bids cannot be withdrawn after the bid period ends.

If the Releasing Shipper has specified a procedure for determining the best bid, Southern Star will utilize the Releasing Shipper's desired procedure; otherwise, Southern Star will consider only the demand component (restated to the demand basis if the bid is volumetric) and the term of bids, in valuing the bids. A volumetric rate may not exceed the 100% load factor equivalent of the maximum reservation charge for the applicable firm service. Provided, however, that beginning July 30, 2008, the maximum rate ceiling specified in the preceding sentence shall not apply to capacity release transactions of one year or less. Such maximum volumetric rates are stated on the applicable Tariff Sheet 10, 10A, 11. The value of offers will be calculated on a net present value basis per Dth of firm capacity. Southern Star will use a discount rate equal to the interest rate applicable to pipeline refunds pursuant to Section 154.501 of the Commission's regulations or successor regulation to evaluate all bids. If multiple bids meeting minimum conditions have been submitted, bids will be awarded, best bid first, until all offered capacity is awarded.

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

If the value of offers cannot be determined, all bids will be considered void, and the bidding process will be repeated. Southern Star will tender a Service Agreement for firm service to the Replacement Shipper whose bid provides the greatest economic value, and whose bid meets all the conditions placed upon the assignment by the Releasing Shipper as provided for in Section 11.4(a). If the Releasing Shipper does not specify a method of determining economic value, the economic value will be determined in accordance with the preceding paragraph of this Section 11.4(d). If the bids of two or more Replacement Shippers provide the same economic value and both meet all the conditions placed upon the assignment, Southern Star will tender the Service Agreement to the Replacement Shipper who submitted its bid first, unless, in accordance with Section 11.4(a), the Releasing Shipper has specified an alternative method for breaking ties, in which event the method specified by the Releasing Shipper shall be used.

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

If the Releasing Shipper has notified Southern Star in the Release Notice that it has a Pre-arranged Shipper who has agreed to pay less than the applicable maximum rate for the service, the Pre-arranged Shipper may match the bid that has the greatest net present value by executing a Service Agreement that matches the terms of the bid providing the greatest net present value within the time period specified in Section 11.4.

Any bid submitted for released capacity pursuant to Section 11 may state that its acceptance is contingent upon the occurrence of another event; provided, the Releasing Shipper's Release Notice allows the submission of contingent bids.

(e) Capacity may be reassigned more than once on the same terms and basis as the primary release, provided, however, that the Releasing Shipper may require the written consent of all subsequent Releasing Shippers. All Releasing Shippers and Replacement Shippers holding such capacity shall execute the service agreements.

(f) Southern Star shall post the winning bid on CSI for five (5) business days.

(g) Recall/Reput Rights

(1) Southern Star will support the function of reputting by Releasing Shippers.

If the Releasing Shipper wishes to recall capacity to be effective for a gas day, the notice must be provided to Southern Star and the Replacement Shipper. When capacity is recalled, it may not be reput for the same gas day. The deadline for notifying Southern Star of a reput is 8:00 a.m. CCT to allow for timely nominations to flow on the next gas day.

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

(2) Southern Star supports the following recall notification periods for all released capacity subject to recall rights:

(i) Timely Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Southern Star and the first Replacement Shipper no later than 8:00 a.m. CCT on the day that Timely Nominations are due;

(b) Southern Star should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. CCT on the day that Timely Nominations are due;

(ii) Early Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Southern Star and the first Replacement Shipper no later than 3:00 p.m. CCT on the day that Evening Nominations are due;

(b) Southern Star should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. CCT on the day that Evening Nominations are due;

(iii) Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Southern Star and the first Replacement Shipper no later than 5:00 p.m. CCT on the day that Evening Nominations are due;

(b) Southern Star should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. CCT on the day that Evening Nominations are due;

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

(iv) Intraday 1 Recall Noticiation:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Southern Star and the first Replacement Shipper no later than 7:00 a.m. CCT on the day that Intraday 1 Nominations are due;

(b) Southern Star should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. CCT on the day that Intraday 1 Nominations are due; and

(v) Intraday 2 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to Southern Star and the first Replacement Shipper no later than 2:30 p.m. CCT on the day that Intraday 2 Nominations are due;

(b) Southern Star should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. CCT on the day that Intraday 2 Nominations are due.

(3) For the recall notification provided to Southern Star, the quantity should be expressed in terms of total released capacity entitlements.

(4) For recall notification provided to Southern Star prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m. CCT, Southern Star should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

(5) For recall notification provided to Southern Star after 5:00 p.m. and prior to 7:00 a.m. CCT, Southern Star should provide notification to all affected Replacement Shippers no later than 8:00 a.m. CCT after receipt of such recall notification.

(6) The Replacement Shipper should provide Southern Star with no more than two Internet e-mail addresses to be used for recall notification. The obligation of Southern Star to provide notification is waived until at least one of the addresses has been provided. Affected Replacement Shipper should manage internal distribution of notifications of recall received from Southern Star.

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

11.5 Offers to Purchase Capacity

Offers to purchase firm capacity may also be posted on Southern Star's CSI as stated in Section 8.9(b).

Such offers will remain on Southern Star's CSI for seven (7) business days.

11.6 Marketing Fees

Southern Star will enter into an agreement with any Shipper who desires Southern Star to actively market its released capacity. Such agreement will specify the actions that Southern Star is to take to market such capacity.

A marketing fee to be paid to Southern Star by the Releasing Shipper For whom Southern Star markets capacity will be negotiated and set forth in the marketing agreement. This fee may be either a stated amount, or a rate per dekatherm.

If Southern Star only posts a Releasing Shipper's firm capacity on CSI and does not actively market such capacity, no marketing fee will be charged.

11.7 Rights and Obligations of Releasing and Replacement Shippers

The Releasing Shipper shall receive a credit for gross revenues billed to the Replacement Shipper reduced by the following, if applicable:

(a) the product of (1) the quantities delivered times (2) the sum of (i) the firm commodity rate, and (ii) any commodity surcharges;

(b) any penalties or any authorized overrun charges incurred;

(c) Southern Star's marketing fee;

GENERAL TERMS AND CONDITIONS

11. FIRM CAPACITY REASSIGNMENT (Cont'd)

(d) Balancing fees charged the Replacement Shipper when the FTS component is released under a TSS contract.

Credits for gross revenues billed less the revenues calculated in (a), (b), (c) and (d) above shall be given on invoices to Releasing Shippers for the same month the release is effective.

The Service Agreement of the Releasing Shipper remains in full force and effect, and the Releasing Shipper will be liable for the amount of the reservation charge and surcharges if the Replacement Shipper fails to pay the reservation charge and surcharges. The Releasing Shipper is also liable for interest on the amount of reservation charges and surcharges not paid by the Replacement Shipper.

The Replacement or Prearranged Shipper shall be liable to Southern Star for all charges it incurs.

The Replacement Shipper is subject to the same obligations and entitled to the same rights enjoyed by the Releasing Shipper, including the use of pools.

11.8 Permanent Releases of Capacity

Where there is a permanent release of capacity, such release is at the same rate paid by the Releasing Shipper and for the remaining term of the service agreement, and the Replacement Shipper meets Southern Star's creditworthiness standards, Southern Star will release the Releasing Shipper from liability for the permanently released portion of the contract.

12. INTERRUPTIBLE CAPACITY

Southern Star will post on its electronic bulletin board on a daily basis all transmission capacity not being utilized and storage capacity available. Such capacity will be available for interruptible service under the terms and conditions of Rate Schedule ITS or ISS. Any party wishing to request interruptible capacity shall follow the procedure set forth in Section 8.1.

Effective Date: 11/01/2004 Status: Effective
FERC Docket: RP04-276-002

Substitute First Revised Sheet No. 265 Substitute First Revised Sheet No. 265 : Effective
Superseding: Original Sheet No. 265

Reserved for future use.

GENERAL TERMS AND CONDITIONS

13. FUEL AND LOSS REIMBURSEMENT

Shippers shall reimburse Southern Star for fuel and loss (fuel and loss) in kind. A separate fuel and loss reimbursement percentage shall be stated for the Production Area, the Market Area and for storage.

13.1 Filing of Transmission System Fuel and Loss Reimbursement Percentages

Southern Star shall file revised fuel and loss reimbursement percentages each year based on actuals for the preceding twelve month period ended December 31. Any difference between actual fuel and loss in the prior twelve month period and the quantity retained in kind hereunder for such twelve month period shall be included in the calculation of revised fuel and loss reimbursement percentages for the following year. Such annual filing shall be made no later than March 1 to be effective April 1. The filing made by March 1, 2011 will include 15 months of data due to changing the twelve-month ending period from September 30 to December 31 in 2010.

13.2 Method of Calculation of Transmission System Fuel and Loss

Actual fuel consumed at each compressor station or other fuel consuming facility is measured and is assigned to the area (Production/Market/Storage) where such facility is located. Transmission system losses are calculated by (1) subtracting actual deliveries off the system and actual fuel consumed from actual receipts on the system; and (2) subtracting net storage injections or adding net storage withdrawals to the result obtained in (1). Such transmission system losses are then

GENERAL TERMS AND CONDITIONS

13. FUEL AND LOSS REIMBURSEMENT (Cont'd)

allocated to the Production Area and the Market Area based on quantities received in each area, including volumes received into the Market Area at the Production Area/Market Area interface.

Actual fuel consumed at each compressor station or other fuel consuming facility attributable to transmission operations is measured.

Over or under recovery of fuel and loss in each area is calculated by comparing the actual fuel and loss incurred during the preceding twelve-month period (January through December - except for the 2011 filing which will include fifteen months due to changing the twelve-month ending period from September 30 to December 31 in 2010) to the quantity of gas retained under the fuel and loss reimbursement percentage which was in effect during each month of such period. The quantity retained is calculated using the actual fuel and loss reimbursement percentage before adjustment for under or over recoveries during the prior period.

13.3 Filing of Storage Fuel and Loss Reimbursement Percentages

Southern Star shall file revised storage fuel and loss reimbursement percentages each year based on actuals for the preceding twelve-month period ended December 31 (except for the 2011 filing which will include fifteen months due to changing the twelve-month ending period from September 30 to December 31 in 2010). Such annual filing shall be made no later than March 1 to be effective April 1.

13.4 Method of Calculation of Storage Fuel and Loss

The storage fuel reimbursement percentage shall have two components: a current charge and a surcharge.

Actual fuel consumed at each storage compressor station or other storage fuel consuming facility attributable to storage operations is measured.

GENERAL TERMS AND CONDITIONS

13. FUEL AND LOSS REIMBURSEMENT (Cont'd)

The current charge portion of the storage fuel reimbursement percentage shall be calculated each year based on the actual storage fuel divided by the most recent three year average of actual customer storage injections.

The surcharge portion of the storage fuel reimbursement percentage shall be calculated by dividing the over or under collections by the most recent three-year average of actual customer storage injections. Over or under recovery of storage fuel is calculated by comparing the actual storage fuel incurred during the preceding twelve-month period (January through December) to the quantity of gas retained under the current charge portion of the storage fuel reimbursement percentage which was in effect during each month of such period. The quantity retained is calculated by multiplying the actual customer storage injections times the current charge portion of the storage fuel reimbursement percentage in effect during the calculation period.

The storage loss reimbursement percentage shall have two components: a current charge and a surcharge.

Storage loss is calculated annually at the end of the injection cycle based on shut-in pressure tests for each field taken at the end of the withdrawal and injection cycles. If Southern Star adjusts the results of the storage loss calculation for any field, Southern Star shall include in its annual filing a request for waiver, the original results of the storage loss calculation, the adjusted storage loss and an explanation as to why the storage loss for the field was adjusted.

Except as necessary to meet operational demands, SSC shall: (i) perform the end-of-the-injection-cycle shut-in pressure test on each field at the point in time when SSC reasonably believes the field is at or near the highest inventory level that will be achieved; and (ii) perform the end-of-the-withdrawal-cycle shut-in pressure test on each field at the point in time when SSC reasonably believes the field is at or near its lowest inventory level that will be achieved. If operational demands significantly

GENERAL TERMS AND CONDITIONS

13. FUEL AND LOSS REIMBURSEMENT (Cont'd)

affected its ability to perform the shut-in pressure test(s) as described above, SSC shall provide a detailed explanation of such operational demands in its annual filing.

The current charge portion of the storage loss reimbursement percentage shall be calculated each year based on the most recent three-year average of actual storage losses divided by the most recent three-year average of actual customer storage injections.

The surcharge portion of the storage loss reimbursement percentage shall be calculated as follows:

Beginning on the effective date of this Section 13.4, Southern Star shall maintain an over or under recovery account of storage losses. Such account shall be increased or decreased for the actual storage losses or gains calculated annually based on the shut-in pressure tests; and increased or decreased for the quantity of gas retained or returned to customers. The quantity of gas retained or returned shall be calculated by multiplying the actual customer storage injections times the storage loss reimbursement percentage in effect during the calculation period. If the balance in such account exceeds 500,000 Dth, either positive or negative, at December 31 of any year, Southern Star will calculate a positive or negative surcharge to be effective April 1 of the following year. Such surcharge shall be calculated by dividing the volume of gas that exceeds 500,000 Dth by the most recent three-year average of actual customer storage injections.

In the event the storage fuel and loss reimbursement provision herein is substantially amended or terminated, Southern Star may calculate a surcharge to recover any underrecovery in such account and shall calculate a surcharge to refund any overrecovery in such account.

GENERAL TERMS AND CONDITIONS

13. FUEL AND LOSS REIMBURSEMENT (Cont'd)

13.5 Zero Fuel Charge on Certain Backhaul Transactions

Southern Star will assess a zero charge for the fuel component of its fuel and loss reimbursement percentage and will charge only the loss component of such fuel and loss reimbursement percentage for transactions between the receipt and delivery points for each path specified below.

Path I

Receipt Points

Any receipt point on the Rawlins-Hesston line located east of the Chalk Bluffs interconnect with Public Service Co. of Colorado, in Weld County, Colorado and west of Southern Star's Hesston compressor station, in Harvey County, Kansas.

GENERAL TERMS AND CONDITIONS

13. FUEL AND LOSS REIMBURSEMENT (Cont'd)

Delivery Points

1. Chalk Bluffs interconnect with Public Service Co. of Colorado, located in Weld County, Colorado, Billing Location number 52

2. Skull Creek interconnect with Questar Pipeline, located in Sweetwater County, Wyoming, Billing location number 90

3. Riner interconnect with Colorado Interstate Gas Co., located in Sweetwater County, Wyoming, Billing Location number 47641

14. EXIT FEES AND STRANDED INVESTMENT

14.1 Exit Fees

In the event firm service agreements which become effective on or after the effective date of this Section 14 are terminated prior to the expiration of the primary term, an exit fee, to be negotiated by Southern Star and the Shipper exiting the system, shall be due upon termination. If such capacity, or any portion thereof, is resold prior to the end of the original term, Southern Star will credit the Shipper who has exited its system, on a monthly basis, with an amount equal to each month's reservation charge received for such capacity, provided that a Replacement Shipper subscribes for the same primary receipt and delivery points as the exiting Shipper. If Southern Star and the exiting Shipper agree that Southern Star will actively market its capacity, and Southern Star arranges for the Replacement Shipper, a marketing fee of 10% of each month's reservation charge will be deducted from each month's reservation charge credit. Such monthly credit will be given to the Shipper who has exited the system for the remaining term of the terminated contract during which the capacity is used.

14.2 Stranded Investment

Southern Star may file under Section 4 of the Natural Gas Act for approval to recover any stranded investment costs. Such filings shall include a proposed method of allocation and recovery for recovery of such costs. Southern Star shall file to abandon facilities, as necessary.

Effective Date: 03/01/2006 Status: Effective
FERC Docket: RP06-188-001

Substitute First Revised Sheet No. 270 Substitute First Revised Sheet No. 270 : Effective
Superseding: Sheet Nos. 270 Through 271

SHEET NOS. 270 - 271 ARE RESERVED FOR FUTURE USE.

The following tariff sheets have been superseded:

Original Sheet Nos. 270 and 271

14. TRANSITION COSTS AND EXIT FEES (Cont'd)

14.3 Stranded Investment

Southern Star may file under Section 4 of the Natural Gas Act for approval to recover any stranded investment costs. Such filings shall include a proposed method of allocation and recovery for recovery of such costs. Southern Star shall file to abandon facilities, as necessary.

14.4 Exit Fees After Restructuring Becomes Effective

In the event firm service agreements which become effective on or after the effective date of this Article 14 are terminated prior to the expiration of the primary term, an exit fee, to be negotiated by Southern Star and the Shipper exiting the system, shall be due upon termination. If such capacity, or any portion thereof, is resold prior to the end of the original term, Southern Star will credit the Shipper who has exited its system, on a monthly basis, with an amount equal to each month's reservation charge received for such capacity, provided that a Replacement Shipper subscribes for the same primary receipt and delivery points as the exiting Shipper. If Southern Star and the exiting Shipper agree that Southern Star will actively market its capacity, and Southern Star arranges for the Replacement Shipper, a marketing fee of 10% of each month's reservation charge will be deducted from each month's reservation charge credit. Such monthly credit will be given to the Shipper who has exited the system for the remaining term of the terminated contract during which the capacity is used.

GENERAL TERMS AND CONDITIONS

15. REIMBURSEMENT FOR GOVERNMENTAL FEES OR CHARGES

Shipper shall pay Southern Star, at the time of the execution of the Service Agreement, any fees or charges Southern Star is obligated to pay any Federal or state agency or commission related to the services to be provided for Shipper.

16. RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS

17. MEASUREMENT AND MEASURING EQUIPMENT

Unless otherwise specified in the executed Service Agreement or Construction and Operating Agreement, the quantities of gas received or delivered hereunder shall be measured at a meter or meters of a type and kind generally accepted by the natural gas industry for the measurement of natural gas at the rates of flow and pressure expected to exist at the point of receipt and delivery in accordance with the following:

(a) The unit of measurement of gas received and delivered hereunder shall be calculated in dekatherms (Dths).

(b) Gas quantities measured and calculated using electronic gas measurement equipment shall be designed, installed, and operated as described in the American Petroleum Institute (API), Manual of Petroleum Measurement Standards, Chapter 21, titled Flow Measurement Using Electronic Metering Systems, Section 1, Electronic Gas Measurement, and subsequent revisions thereto.

As described in the API Electronic Gas Measurement standard, either the off-site or on-site calculation method will be utilized, depending on operational considerations.

All verification and audit trail information will be created, and available on a monthly basis, as outlined in the API Electronic Gas Measurement standard. Included will be quantity transaction records, configuration log information, even log information, corrected quantity transaction records, and calibration and test record information.

(c) Orifice meters shall be constructed in accordance with the recommendations prescribed in the latest edition of the ANSI/API 2530 measurement standard and any subsequent amendments or replacements thereto. Where other types of meters are used, calculations shall be performed per normally accepted industry practices, methods or standards.

GENERAL TERMS AND CONDITIONS

17. MEASUREMENT AND MEASURING EQUIPMENT (Cont'd)

(d) It is assumed and agreed that the atmospheric pressure generally is as follows:

Area	Atmospheric Pressure (PSIA)
Oklahoma & Texas Panhandle	13.2
Kansas Hugoton	13.2
Colorado	12.8
Wyoming	11.5
All Other Areas	14.4

(e) The temperature of the gas shall be determined by means of continuously recording thermometers unless it is mutually agreed to use a 60 degree Fahrenheit flowing temperature. The average flowing temperatures, recorded to the nearest one degree Fahrenheit during each day, shall be deemed the daily gas temperature and shall be used in computing the daily gas received or delivered hereunder.

(f) Relative density (specific gravity) determinations for the purpose of measurement computations shall be made upon initiation of receipts or deliveries hereunder, and as often thereafter as found necessary in practice, in accordance with a method accepted in the industry, and these determinations so made shall be used in calculating the volume of gas received or delivered hereunder.

(g) For gas received or delivered hereunder, the heating value of the gas in BTU's per cubic foot shall be determined by an on-line chromatograph or other method as may be mutually agreed upon. If mutually agreed, continuous gas samplers and spot samples may also be used to obtain gas for analysis. The arithmetic average of the hourly heating value determined during periods of flow each day by an on-line chromatograph or recording calorimeter will be the heating value of the gas during such day.

GENERAL TERMS AND CONDITIONS

17. MEASUREMENT AND MEASURING EQUIPMENT (Cont'd)

(h) The supercompressibility of the gas shall be determined in accordance with the recommendations prescribed in A.G.A. Transmission Measurement Committee Report No. 8, as amended, titled Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases.

Any meter or meters installed by any party shall be installed at or near each point of receipt or delivery. Such meters shall be of industry standard type designed to measure the gas at the receipt or delivery point.

Southern Star and Shippers shall test their respective chart recorders or electronic gas measurement equipment at mutually agreed upon intervals; provided, however, that neither shall be required to perform such test more than once in a thirty-day period. At any such test the other may have a representative present if it so desires. Shippers hereunder shall also have the right to inspect Southern Star's meter settings at the receipt and delivery points in the presence of representatives of Southern Star, request tests of Southern Star's chart recorders or electronic gas measurement equipment and be present at such tests; provided, however, that Southern Star shall not be required to conduct such tests more than once each month. Shippers hereunder shall not alter or in any manner disturb, manipulate or tamper with any of Southern Star's equipment.

At meters where any party other than Southern Star is responsible for changing meter charts, such charts shall be received by Southern Star no later than 48 hours following the day they are changed.

When measuring equipment is found to be no more than two percent (2%) high or low during a gas day, previous readings shall be considered correct in computing the receipts and deliveries of gas hereunder, and such equipment shall be adjusted at once to operate correctly. If at any time a measurement error of greater than two percent (2%) during a gas day is determined, gas quantities or calculations will be corrected accordingly; provided, however, that if the measurement error results in an adjustment to the monthly quantity of 100 Dth or less, no adjustment will be made. The period of time for which such corrections will be attributed shall be for any period which is known definitely or agreed upon. If the period is not known definitely or agreed upon, then such correction shall be for a period equal to

GENERAL TERMS AND CONDITIONS

17. MEASUREMENT AND MEASURING EQUIPMENT (Cont'd)

one-half of the time elapsed since the date of the last equipment test, to a maximum of fifteen (15) days or back to 9:00 a.m. on the first day of the current month, whichever is less.

The cutoff for the closing of measurement is five (5) Business Days after the business month.

Measurement data corrections must be processed within six (6) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory or contractual rights shall not otherwise be diminished by this standard. For treatment of measurement prior period adjustments, the adjustment will be taken back to the production month. A meter adjustment becomes a prior period adjustment after the fifth Business Day following the business month.

Southern Star and Shipper shall design, install, operate and maintain their respective measurement equipment in such a manner that pulsation induced measurement error is minimized. Pulsation induced error shall not exceed one quarter of one percent (0.25%) of square root error (SRE). Equipment may be used to determine SRE if agreed upon by both parties.

GENERAL TERMS AND CONDITIONS

17. MEASUREMENT AND MEASURING EQUIPMENT (Cont'd)

Southern Star shall have the right to request a test of the meter facility of Shipper, and Shipper shall have the right to request a test of the meter facility of Southern Star at reasonable intervals, no more often than once in thirty days. IfSRE is found to exceed the limit stated above, the party owning the orifice meter shall, at the request of the other party, submit to the requesting party plans for installation of pulsation suppression equipment within a thirty-day period following such request, and shall install said equipment within a reasonable period of time. If such plan is not submitted within the thirty-day period, or equipment not installed within a reasonable time, the requesting party shall have the option of shutting in the delivery. Pulsation errors determined by use of the square root error indicator (SREI) manufactured under a license from the Southern Gas Association are to be used only for the purpose of indicating needed facility modification and are not to be used for adjusting accounts.

Shippers, operators or producers shall use their best efforts to avoid any equipment, including intermitters or timed motor-operated or gas-operated valves, the use of which prevents Southern Star's metering equipment from obtaining reliable measurements. If such equipment is required in order for a well to produce, Southern Star will cooperate with the producer to reach a mutually acceptable method of accounting for any interference with measurement caused by the equipment.

18. BILLING AND PAYMENTS

For gas received or delivered by Southern Star, the billing period shall begin on the first day of the month and end on the last day of the month.

Either party shall have the right, upon reasonable notice, to examine and audit the records, books of account, and charts of the other for a period of one year prior to any audit request to the extent necessary to verify the accuracy of any computation, statement or charge for such service, and to verify compliance with the associated service agreement. "Records" pursuant to this paragraph shall include detailed measurement data by delivery point (meter setting). For this purpose, each party shall retain all pertinent records in accordance with applicable regulations. Each party shall provide the other with access to personnel and records necessary to effectuate an examination and audit. "Access" pursuant to this paragraph contemplates audits on the other party's premises during normal business hours. Each party

18. BILLING AND PAYMENTS (Cont'd)

may copy any documents that can be properly audited hereunder, and each party agrees that such copies will be used only for their purposes hereunder and will not be disclosed to unrelated parties. All bills are deemed accurate if not challenged within six (6) months of the invoice date.

Invoices for all gas received or delivered during each billing period will be prepared on or before the ninth business day after the end of the production month. The imbalance statement will be rendered prior to or with the invoice. Shippers may elect to receive their invoice and imbalance statement by email rather than U.S. mail service. If Shipper desires to receive their invoice and imbalance statement by email, they must notify Southern Star in writing, or by sending an email to sscgasrevenueaccounting@sscgp.com. The term "rendered" shall mean postmarked, time-stamped and delivered to the designated site or time-stamped and emailed to the email address designated by Shipper. Southern Star will estimate missing or late measurement data and treat actual as a prior period adjustment, with the measuring party providing the estimate. Payment shall be made to Southern Star at the location specified on the invoice, within ten days from the date of mailing or other transmission of the invoice. Shipper shall submit supporting documentation with any payment. Southern Star shall apply the payment per the supporting documentation provided by the Shipper. If the payment differs from the invoiced amount, remittance detail must be provided with the payment, except when payment is made by electronic fund transfer (EFT), in which case the remittance detail is due within two business days of the payment due date. Shipper shall identify invoice number(s) on all payments. If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute.

If payment of such invoice is not received by Southern Star within the time stated herein, interest thereon shall accrue monthly at the currently effective rate stated in Section 154.501 of the Federal Energy Regulatory Commission's Regulations under the Natural Gas Act from the due date until the date payment is received by Southern Star. In the event the amount of the invoice is paid under protest and if it is later determined that an overcharge has been paid, Southern Star shall refund the amount of the overcharge with interest thereon from the date of payment of the overcharge at the same rate currently charged for late payments.

The time limitation for disputes of allocations shall be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

GENERAL TERMS AND CONDITIONS

18. BILLING AND PAYMENTS (Cont'd)

If failure to pay continues for thirty days after payment is due and Southern Star has provided Shipper(s) and the FERC, with at least 30 days notice, Southern Star, in addition to any other remedy it may have under the service agreement, may suspend service under all service agreements with any Shipper who is liable for such payment until satisfactory credit arrangements have been made. Further, after such failure to pay and application to and authorization by the Federal Energy Regulatory Commission, if that authorization is necessary, Southern Star may terminate the service agreements and cease all service thereunder. However, if Shipper in good faith shall dispute the amount of any such bill or part thereof and shall pay to Southern Star such amounts as it concedes to be correct and at any time within thirty days after a demand made by Southern Star shall furnish good and sufficient surety bond or other mutually acceptable security, guaranteeing payment to Southern Star of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment by the courts, as may be the case, Southern Star shall not be entitled to terminate the service agreement or cease service thereunder until default be made in the conditions of such bond.

Under capacity assignment arrangements, if the Replacement Shipper fails to pay within sixty days, the Releasing Shipper will be liable, and will be billed for full payment of the reservation charge and reservation surcharges. If the Releasing Shipper fails to pay the reservation charges which it remains responsible for, service may be suspended or terminated, pursuant to the provisions of the previous paragraph to both that Releasing Shipper and to its Replacement Shipper who is shipping under assignment of the agreement for which the reservation charges are due.

Prior period adjustment time limits must be six (6) months from the date of the initial transportation invoice and seven (7) months from the date of the initial sales invoice, with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

GENERAL TERMS AND CONDITIONS

19. POSSESSION OF GAS AND TITLE

Southern Star shall be in control and possession of the natural gas it receives hereunder and responsible, as between Southern Star and Shipper, for any damage or injury caused thereby until the same has been delivered to Shipper at the point of delivery; provided, however, Southern Star shall not be responsible for damages or injuries caused by natural gas it receives while such gas is in the possession and control of any third party. However, Shipper at all times, shall retain title to the gas or the right to deliver all gas to Southern Star under an executed service agreement free and clear of all liens, encumbrances and claims whatsoever. Shipper shall also be responsible for obtaining its own insurance (including self-insurance) for its gas in storage, and shall hold Southern Star harmless from any loss, cost, or expense arising from any loss of such gas that results from a Force Majeure event.

Southern Star shall not be liable to the Shipper or any of its agents, servants, or employees, or to any person whomsoever for any loss, damage, or injury resulting from the said gas or its uses before entering Southern Star's system at the point(s) of receipt and after leaving Southern Star's system at the point(s) of delivery, all risks thereof and therefrom being assumed, as between Southern Star and Shipper, by Shippers except such losses proximately caused by gross negligence of Southern Star.

Each party assumes full responsibility and liability for the operation of the facilities owned by it and agrees to hold the other party harmless from and against all liability of whatever nature arising from installation, ownership, and operation therefrom.

Unless otherwise provided in Section 8.12 regarding exercise of processing rights of Shippers, all substances, whether or not of commercial value, including all liquid and liquefiable hydrocarbons of whatever nature, that Southern Star or a third party recovers for Southern Star's account shall be Southern Star's sole property, and Southern Star shall not be obligated to account to Shipper for any value, whether or not realized by Southern Star, that may attach or be said to attach to such substances. However, nothing in this provision shall require Southern Star to accept gas which does not meet the applicable quality provisions otherwise provided in this tariff.

GENERAL TERMS AND CONDITIONS

20. PRESSURE

Shipper shall deliver gas to Southern Star at the pressure sufficient to allow the gas to enter Southern Star's facilities at the receipt point(s) at the varying pressures that may exist in such facilities from time to time; provided, however, that such pressure of the gas delivered by Shipper shall not exceed the maximum allowable operating pressure(s) of such facilities. Unless otherwise mutually agreed in the executed firm service agreement, Southern Star shall deliver gas to Shipper at Southern Star's line pressure existing at the point of delivery; provided, however, that Southern Star will not be required to deliver gas at pressures in excess of the MAOP of the line or to install facilities to effectuate such deliveries. Provided further, prior to agreeing to a minimum delivery pressure in a service agreement, Southern Star will model its system based on firm service obligations at that time and historical delivery pressures (or contracted minimum delivery pressures if such exist) required to meet those obligations in order to maintain reliability and integrity of service under all existing firm service obligations. Southern Star will post on its website a list of relevant points and minimum pressures considered in modeling its system; such posting will be updated at least annually and may be updated more often as necessary. Southern Star will not agree to a minimum delivery pressure that will render Southern Star unable to meet its existing firm service obligations and upon request, will provide a written explanation to the shipper of the operational basis for rejecting any request for a minimum delivery pressure. Shipper agrees to install, operate and maintain at its own cost and expense, all pipes, appliances, pressure relief or other valves, fittings, regulators and other equipment necessary to properly handle and regulate the pressure of the gas after delivery to it by Southern Star at the point of delivery. Shipper shall receive gas at pressures great enough to allow Southern Star's measurement equipment to reliably measure such gas.

21. FORCE MAJEURE

If either Southern Star or Shipper is rendered unable wholly or in part by Force Majeure to carry out its obligations other than to make payments of amounts due hereunder, and such party gives notice and full particulars of such Force Majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

A Shipper who is rendered unable wholly or in part by Force Majeure to deliver volumes of gas to Southern Star as scheduled will be required, in addition to giving full particulars of such Force Majeure, to furnish a statement in writing to Southern Star as to where the equivalent reduction in deliveries to Shipper or for Shipper's account, will take place and to make such reduction in deliveries.

GENERAL TERMS AND CONDITIONS

21. FORCE MAJEURE (Cont'd)

The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rulers and peoples, interruptions by government or court orders, necessity for compliance with any order, law statute, ordinance or regulation promulgated by a governmental authority having jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipes, freezing of wells or lines of pipes, sudden partial or entire failure of natural gas wells, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to overcome. Additionally, Southern Star shall be excused in whole or in part, from its performance for inability to obtain transportation from or through third party pipelines, or as a result of supervening or fortuitous events or circumstance, whether or not foreseeable, or within the contemplation of Southern Star at the time that the Service Agreement was entered into.

The settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of the party having the difficulty.

Shipper acknowledges that the transportation of gas over long distances is subject to accident, interruptions, and diminution of pressure, and that Southern Star's ability to redeliver gas is dependent upon third parties' deliveries of gas into Southern Star's system and third parties ability to receive gas from Southern Star's system. Southern Star shall only be bound to exercise reasonable care and diligence in the transportation of gas through its lines to the point of delivery.

GENERAL TERMS AND CONDITIONS

22. DULY CONSTITUED AUTHORITIES

These General Terms and Conditions, the rate schedules to which they apply, and any service agreement between Southern Star and Shipper, executed pursuant to these General Terms and Conditions, are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction and are subject to modification or change through any procedure or in any manner consistent with the provisions of the Natural Gas Act and any valid rules, orders or regulations issued thereunder or with any other valid applicable law, rule, order or regulation. Each party agrees to make such filings with and reports to the FERC and other governmental authorities as are required of it.

23. NOTICES

Unless otherwise specified in this Gas Tariff or any service agreement thereunder, any notice, request, demand, statement or bill provided for in this Gas Tariff or any notice either Southern Star or Shipper or Point Operator may desire to give to the other, may be transmitted via Electronic Data Interchange ("EDI"), Southern Star's CSI, email, fax, or in writing. Such communications shall be considered as duly delivered when: (a) the sender receives an acknowledgement of the transmittal of EDI information; (b) Southern Star posts information on CSI or the Shipper/Point Operator's information is recognized and updated by CSI; (c) an email message is sent and the sender does not receive an "undeliverable" message; (d) the sender receives Confirmation of the transmittal of a fax; or (e) a written message is mailed to the Post Office address of the other party or to such other address as either shall designate by formal written notice, or when delivered by such other method mutually agreed upon by the parties. Except as otherwise provided in this FERC Gas Tariff, any service agreement or other contract or agreement between Southern Star and any Shipper or Point Operator shall be in writing and signed by all parties thereto.

Electronic communications between Southern Star and any Shipper or Point Operator shall be binding and enforceable in the same manner and to the same extent as written communications, and evidence of electronic communications, if introduced on paper, will be admissible to the same extent as other business records originated in written form.

GENERAL TERMS AND CONDITIONS

24. Reserved for Future Use

GENERAL TERMS AND CONDITIONS

25. GAS RESEARCH INSTITUTE VOLUNTARY CONTRIBUTION

25.1 Purpose

The Gas Research Institute (GRI), an Illinois, not for profit, corporation has been organized for the purpose of sponsoring Research, Development and Demonstration programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.

25.2 Voluntary Contribution Mechanism

Southern Star will be a voluntary collection agent for Shippers who voluntarily choose to support GRI programs through a "check the box" approach on its invoices. These amounts collected pursuant to the "check the box" procedure will not be part of pipeline rates, and the Commission will not review or approve any such amounts or projects. This mechanism will allow the Shippers to specify the level of contribution and the projects or project areas to be funded. Southern Star will remit to GRI all funds collected, pursuant to Section 25.3, below.

25.3 Remittance to GRI

Southern Star shall remit to GRI, not later than fifteen (15) days after the receipt thereof, all monies received by virtue of the GRI voluntary contribution mechanism, less any amounts properly payable to a Federal, state, or local authority relating to the monies received hereunder. In no event shall Southern Star be required to remit monies to GRI which it has not actually collected.

GENERAL TERMS AND CONDITIONS

26. FEDERAL ENERGY REGULATORY COMMISSION ANNUAL CHARGE ADJUSTMENT

26.1 Purpose

For the purpose of funding of the Federal Energy Regulatory Commission's costs incurred in any fiscal year, this Section 26 establishes an annual charge adjustment to be applicable to Southern Star's services as set forth on Sheet Nos. 10 and 11 of this FERC Gas Tariff, except for service under Rate Schedules FSS, ISS, and PAS. This Section 26 precludes Southern Star from recovering any annual charges recorded in FERC Account No. 928 in a NGA Section 4 rate case.

GENERAL TERMS AND CONDITIONS

26. FEDERAL ENERGY REGULATORY COMMISSION ANNUAL CHARGE ADJUSTMENT (Cont'd)

26.2 Basis of the Annual Charge Adjustment

The services specified in 26.1 hereof shall include an increment for an Annual Charge Adjustment for Federal Energy Regulatory Commission costs. Such adjustment shall be the charge factor, adjusted to Southern Star's temperature base, pressure base, and heating value, if required, which is stated in the Federal Energy Regulatory Commission's Annual Charges Billing. The Annual Charge Adjustment shall be reflected on Sheet Nos. 10 and 11 of this Volume No. 1 Tariff.

26.3 Filing Procedure

The initial Annual Charge Adjustment or any subsequent changes in such assessment charge shall be filed by Southern Star at least thirty (30) days prior to the proposed effective date.

The proposed effective date of filings shall be October 1 of each calendar year. Any such filing shall not become effective unless it becomes effective without suspension or refund obligation.

26.4 Remittance to the Federal Energy Regulatory Commission

Southern Star shall remit to the Federal Energy Regulatory Commission, not later than forty-five (45) days after receipt of the Annual Charges Billing, the Total Annual Charge stated on such billing.

27. RESERVED FOR FUTURE USE.

RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS

29. North American Energy Standards Board ("NAESB")

NAESB standards are the business practices and electronic standards adopted by the North American Energy Standards Board and by the FERC. Southern Star incorporates the following NAESB definitions and standards by reference herein:

(a) Additional Standards (General - Creditworthiness - Gas/Electric Operational Communications)

(i) Definitions
Version 1.8: 0.2.1, 0.2.2 and 0.2.3

(ii) Standards
Version 1.8: 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14 and 0.3.15.

(iii) Data Elements/Dictionaries -
Version 1.8: 0.4.1

(b) Nominations -

(i) Definitions -
Version 1.8: 1.2.2, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18 and 1.2.19.

(ii) Standards -
Version 1.8: 1.3.2(vi), 1.3.3, 1.3.4, 1.3.7, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.22, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77 and 1.3.79.

(iii) Data Elements/Dictionaries -
Version 1.8: 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6 and 1.4.7.

(c) Flowing Gas

(i) Definitions -
Version 1.8: 2.2.2, 2.2.3, 2.2.4 and 2.2.5.

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29. North American Energy Standards Board ("NAESB") (cont'd)

(ii) Standards -

Version 1.8: 2.3.1, 2.3.2, 2.3.3, 2.3.5, 2.3.6, 2.3.8, 2.3.9, 2.3.10, 2.3.12, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64 and 2.3.65.

(iii) Data Elements/Dictionaries -

Version 1.8: 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15 and 2.4.16.

(d) Invoicing

(i) Definitions - adopted in tariff.

(ii) Standards -

Version 1.8: 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25 and 3.3.26.

(iii) Data Elements/Dictionaries -

Version 1.8: 3.4.1, 3.4.2, 3.4.3 and 3.4.4.

(e) Quadrant Electronic Delivery Mechanisms

(i) Definitions -

Version 1.8: 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19 and 4.2.20.

GENERAL TERMS AND CONDITIONS

29. North American Energy Standards Board ("NAESB") (cont'd)

(ii) Standards -

Version 1.8: 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4,3,28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92 and 4.3.93.

(iii) Data Elements/Dictionaries - none issued.

(f) Capacity Release

(i) Definitions -

Version 1.8: 5.2.1, 5.2.2 and 5.2.3.

(ii) Standards -

Version 1.8: 5.3.5, 5.3.9, 5.3.10, 5.3.11, 5.3.17, 5.3.18, 5.3.21, 5.3.22, 5.3.23, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.46, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.56, 5.3.57, 5.3.58, 5.3.59 and 5.3.60.

(iii) Data Elements/Dictionaries -

Version 1.8: 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22 and 5.4.23.

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(g) Internet Electronic Transport -

(i) Definitions -

Version 1.8: 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37 and 10.2.38.

(ii) Standards -

Version 1.8: 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24 and 10.3.25.

Sheet Nos. 292-299 are reserved for future use.

GENERAL TERMS AND CONDITIONS

30. Types and Portability of Discounts

30.1 Types of Discounts

Various rate schedules permit Southern Star to discount its rates between its maximum and minimum rates on a basis that is not unduly discriminatory. From time to time Shipper and Southern Star may agree in writing on a level of discount of the otherwise applicable rates and charges in addition to a basic discount from the stated maximum rates. For example, Southern Star may provide a specific discounted rate:

(i) to certain specified quantities under the Service Agreement,
(ii) if specified quantity levels are actually achieved or with respect to quantities below a specified level,
(iii) to production reserves committed by the Shipper,
(iv) during specified time periods,
(v) to points of receipt, points of delivery, supply areas, or defined geographical areas,
(vi) in a specified relationship to the quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to quantities actually transported),
(vii) based on a formula including, but not limited to, published index prices for specific receipt or delivery points or other agreed-upon pricing reference points for price determination, provided that, any such discount will produce a rate per unit of contract demand
(viii) that provides for increasing (or decreasing) a discounted rate for service under one rate schedule to make up for a decrease (or increase) in the maximum rate for a separate service provided under another rate schedule, and any such discount shall specify the rate component to be discounted, or
(ix) to production reserves, supplies or markets committed by shipper.

In all circumstances the discount provided shall not change the underlying rate design, and the resulting discounted rate shall be between the maximum rate and the minimum rate applicable to the service provided.

Such forms of discounts shall not be considered a material deviation from Southern Star's pro forma service agreement as a result of such discount and Southern Star shall not be required to file such agreement with the Commission as a non-conforming contract because of such discount. Southern Star shall, however, file any required reports related to such discounts pursuant to the Commission's regulations.

30. Types of Discounts (cont'd)

In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable Maximum Rate at the time the discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed upon overall rate, as long as none of the resulting rate components exceed the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

First Revised Sheet No. 302 First Revised Sheet No. 302 : Effective
Superseding: Original Sheet No. 302

Reserved for future use.

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31. Negotiated Rates

31.1 Availability: Southern Star and Shipper may mutually agree to negotiate rates under any Part 284 Rate Schedule that expressly provides for a negotiated rate and references this Section 31. Southern Star's maximum effective rate (maximum base rate plus all applicable surcharges) for service under any such rate schedule is available as a recourse rate for any Shipper that does not desire to negotiate a rate hereunder.

31.2 Definition: Negotiated rates shall be mutually agreed and set forth in writing. A negotiated rate is a rate (i)which is greater than the maximum rate, or (ii)which is less than the minimum rate, or (iii)which is determined from a formula where the rate arrived at could be above or below the maximum rate, or (iv)which uses a rate design other than the one used to establish the applicable recourse rate (e.g., straight fixed variable). A negotiated rate which involves a volumetric or usage rate may include a minimum quantity.

31.3 Capacity Allocation: In evaluating bids for firm service, in any capacity auction or in otherwise allocating capacity among competing requests for firm service where one or more bids uses a negotiated rate or negotiated rate formula, Southern Star will consider, in assigning value to such bid(s), only reservation or demand charge revenue or other revenue which is guaranteed to be received by Southern Star. Guaranteed revenue shall mean a volumetric or usage rate bid along with a minimum quantity commitment. For capacity evaluation purposes, the net present value of any such bid for firm service shall be capped by the net present value of the maximum applicable reservation rate for such service over the contract term bid. In performing a net present value evaluation of a negotiated rate bid proposing a volumetric or usage rate along with a minimum throughput commitment, Southern Star shall consider only the fixed costs proposed to be recovered through the volumetric or usage rate bid, in addition to any reservation rate included in the bid.

31.4 Capacity Release:

(a) A negotiated rate shall not apply as a price cap for capacity release transactions under Section 11 of the General Terms and Conditions.

(b) Southern Star and a Releasing Shipper may, in connection with their agreement to a negotiated rate hereunder, agree upon payment obligations and credit mechanisms that vary from or are in addition to those set forth in Section 11.7 of the General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

31. Negotiated Rates (cont'd)

31.5 Filing Requirements: No later than the business day on which Southern Star commences service at a negotiated rate (or if the day on which Southern Star commences such service is not a business day, then the next business day after Southern Star commences such service), Southern Star will file with the Commission either its negotiated rate agreement or a numbered tariff sheet stating the name of the Customer, the actual negotiated rate or the formula used to calculate the rate, the applicable receipt and delivery points, the quantity of gas to be transported, the applicable Rate Schedule for the service and an affirmation that the negotiated rate agreement does not deviate in any material aspect from the applicable form of service agreement in Southern Star's tariff.

31.6 Accounting For Costs and Revenues: The allocation of costs to, and the recording of revenues from, service at negotiated rate(s) will follow Southern Star's normal practices associated with all of its services under this Tariff. Southern Star will maintain separate records of negotiated rate transactions for each billing period. These records shall include the volumes transported, the billing determinants, the rates charged and the revenue received associated with such transactions and surcharges. Southern Star will separately identify such transactions in Statements G, I and J (or their equivalents) filed in any general rate proceeding.

31.7 Rate Treatment: Southern Star shall have the right to seek in future general rate proceedings discount-type adjustments in the design of its rates related to negotiated rate agreements that were converted from pre-existing discount agreements to negotiated rate agreements, provided that the type of pre-existing service is not altered as a result of the conversion to a negotiated rate. In these situations, Southern Star may seek a discount-type adjustment based upon the greater of the negotiated rate revenues received or the discounted rate revenues which otherwise would have been received.

31.8 Limitations: This Section 31 does not authorize Southern Star to negotiate terms and conditions of service.

31.9 Right of First Refusal: For purposes of exercising rights to continue service pursuant to Section 6 of these General Terms and Conditions, the highest rate that the existing capacity holder must match if it desires to retain all or a portion of its capacity, is the applicable maximum tariff rate, including surcharges, for such service.

Effective Date: 11/01/2008 Status: Suspended
FERC Docket: RP08-350-000

First Revised Sheet No. 305 First Revised Sheet No. 305 : Pending
Superseding: Sheet Nos. 305 Through 307

NOTICE OF CANCELLATION
OF
SHEET NOS. 305 THROUGH 307

The following tariff sheets have been superseded and are reserved for future use:

Original Sheet No. 305
Original Sheet No. 306
Original Sheet No. 307

GENERAL TERMS AND CONDITIONS

32. Third Party Storage Transactions

32.1 Applicability

This section 32 is applicable to transportation to and from third party storage facilities directly connected to Southern Star's system, where the storage operator has agreed in writing to be bound by these provisions.

32.2 Accounting

(a) Southern Star assesses fuel charges on gross receipts into the transmission system pursuant to rate schedules TSS, FTS, STS, SFT, and ITS. Therefore, to avoid assessing fuel charges twice, Southern Star will not assess fuel charges on gas received from third party storage facilities directly connected to Southern Star's system that is nominated to a transportation agreement, subject to the true-up provision in Section 32.3. If gas received from such facilities is nominated to a pooling agreement prior to being nominated to a transportation agreement; then such gas will be subject to fuel charges on the transportation agreement, as Southern Star cannot track such gas through a pool.

(b) Southern Star assesses commodity transportation charges on quantities delivered pursuant to rate schedules TSS, FTS, STS, SFT, and ITS. Therefore, to avoid assessing commodity transportation charges twice, Southern Star will not assess commodity transportation charges on gas delivered to directly-connected third party storage facilities, subject to the true-up provision in Section 32.3.

(c) If Southern Star enters into an OBA agreement with the third party storage operator, all accounting, billings and true-up adjustments will be based on scheduled quantities. If there is not an OBA agreement with the third party storage operator, all accounting, billings and true-up adjustments will be based on actual transportation quantities to and from such operator's facilities.

GENERAL TERMS AND CONDITIONS

32. Third Party Storage Transactions (cont'd)

32.3 Annual True-up Adjustment

(a) The third party storage operators described in this section will be subject to an annual true-up adjustment to be calculated based on that operator's storage activity related to Southern Star's system through March 31 of each year. By April 30 of each year, the third party storage operator shall provide to Southern Star a complete accounting of storage activity for the 12-month period ended March 31. Such accounting shall include, but not be limited to, (1) a full monthly accounting of all gas injected into and withdrawn from the storage facility for all pipelines, gathering systems and any other sources connected to the storage facility, and (2) monthly working and cushion gas inventories.

(b) The true-up adjustment will be calculated based on deliveries to and receipts from the directly-connected third party storage facility related to Southern Star's system for the 12-month period ended March 31. If deliveries to such facility exceed receipts from the same facility, Southern Star will invoice the third party storage operator for commodity transportation charges equal to the excess deliveries times the average of the maximum winter and maximum summer ITS rate for the area in which such facility is located. The third party storage operator may request to defer and potentially avoid payment to Southern Star by warranting and providing documentation to Southern Star that the excess deliveries remain in the storage facility. Southern Star, at its sole discretion, may accept or reject such request. Southern Star, acting reasonably, will not be unduly discriminatory in accepting or rejecting such requests. The deferral of payment and monthly documentation may continue for a period not to exceed 12 consecutive months. If actual receipts from the directly-connected third party storage facility exceed deliveries to such facility for the previous 12-month period, Southern Star

GENERAL TERMS AND CONDITIONS

32. Third Party Storage Transactions (cont'd)

32.3 Annual True-up Adjustment (cont'd)

will assess fuel charges on the excess receipts by multiplying the excess receipts times the current fuel rate applicable to the area in which the directly-connected third party storage facility is located. Southern Star will recover the fuel charge by retaining the first gas received from such facility following the month of the true-up calculation. The third party storage operator may request to defer and potentially avoid the fuel charges to Southern Star by warranting and providing documentation to Southern Star that the excess receipts from inventory in the storage facility originated from past excess deliveries into storage from the Southern Star system. Southern Star, acting reasonably will not be unduly discriminatory in accepting or rejecting such requests.

33. RESERVATION OF CAPACITY FOR EXPANSION PROJECTS

33.1 Rights to Reserve Capacity

Southern Star may elect to reserve capacity required for a future expansion project out of unsubscribed capacity or expiring capacity under Service Agreements where such Service Agreements do not have a right of first refusal or Shipper does not exercise its right of first refusal. Southern Star may only reserve capacity for a future expansion project for which an open season has been held or will be held within one year of the date that Southern Star posts such capacity as being reserved. Prior to reserving capacity for an expansion project, Southern Star shall first post for bid all of its available capacity on CSI for a minimum of five (5) business days and award such capacity in accordance with the terms of the posting.

33.2 Periods Southern Star May Reserve Capacity

Capacity may be reserved for expansion projects only during a 12-month period prior to Southern Star filing for certificate approval for construction or acquisition of proposed expansion facilities, and following the certificate filing, only until 12 months after all expansion facilities related to the certificate filing are placed into service, pursuant to Section 33.4, if no certificate filing is required due to the size of the project, then Southern Star may only hold the capacity for 12 months following the date the facilities are placed in service.

33.3 Posting of Reserved Capacity

If Southern Star reserves capacity for an expansion project, it will notify Shippers of its intent as part of Southern Star's posting of capacity on CSI. Southern Star's posting for reserved capacity for future expansion projects shall include the following information: (a) a description of the project for which the capacity will be reserved; (b) the total quantity of capacity to be reserved; (c) the location of the proposed reserved capacity on the pipeline system; (d) whether, and if so when, Southern Star anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (e) the

GENERAL TERMS AND CONDITIONS

33. RESERVATION OF CAPACITY FOR EXPANSION PROJECTS (cont'd)

33.3 Posting of Reserved Capacity (cont'd)

projected in-service date of new facilities; and (f) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a right of first refusal. Southern Star will make reasonable efforts to update the reservation posting up to the in-service date of the project to reflect any material changes in the scope of the project.

33.4 Open Seasons and Turnback Capacity

For Binding Open Season capacity expansions, Southern Star will consider bids for capacity with a service commencement date that begins up to one year later than the date by which the expansion capacity is available. If Southern Star accepts such a bid with a future service commencement date, such future capacity will be reserved for its bidder and the interim capacity will be made available by bid for other shippers by posting on Southern Star’s website for a period of at least 5 days no later than 30 days before such interim capacity becomes available. When soliciting turnback in a Binding Open Season, Southern Star reserves the right to receive the turnback capacity in stages as necessary to match the effective date(s) of the expansion capacity agreements executed as a result of the Open Season.

33.5 Interim Capacity and Extension Rights

Any capacity reserved under this Section will be made available for transportation service pursuant to Southern Star's FERC Gas Tariff on a limited-term basis up to the in-service date of the expansion/extension project. Southern Star reserves the right to limit any extension rights provided in such Service Agreement(s), pursuant to Section 6 of the General Terms and Conditions commensurate with the proposed in-service date of any facilities.

33.6 Unused Reserve Capacity

Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available within 10 days of the date the capacity becomes available. The previously reserved capacity will become available when Southern Star posts the capacity on its Informational Posting Web Site under Section 8.11 of the General Terms and Conditions.

Sheet Nos. 310 - 399 Sheet Nos. 310 - 399

RESERVED FOR FUTURE USE

Contract ID:_____

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE TSS

THIS AGREEMENT is made and entered into this _____day of _____, _____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 _____, a _____, having its principal office in _____, 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

1.1 Subject to the provisions of this Agreement and of Southern Star's Rate Schedule TSS, 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 A which are selected from Southern Star's Master Receipt Point List, as revised from time to time, for transportation and storage 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 all Primary Receipt Points within any area, all as set forth on Exhibit 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 and designated on Exhibit B a quantity of natural gas thermally equivalent to the quantity received by Southern Star for transportation and withdrawn from storage as provided in Section 1.3 hereunder less appropriate reductions for fuel and loss as provided in Southern Star's Rate Schedule TSS; provided, however, that Southern Star shall not be obligated to deliver on any day quantities in excess of the MDQ for each Primary Delivery Point or in excess of the MDTQ within any area for all Primary Delivery Points, all as set forth on Exhibit B.

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE TSS

1.3 Subject to the provisions of this Agreement and of Southern Star's Rate Schedule TSS, Southern Star agrees to (a) inject and store such quantities of natural gas up to the Maximum Storage Quantity (MSQ) and the Maximum Daily Injection Quantity (MDIQ) as Shipper may cause to be tendered to Southern Star for injection into storage, less appropriate reductions for fuel and loss, and (b) withdraw such quantities of natural gas up to Shipper’s gas in storage and the Maximum Daily Withdrawal Quantity (MDWQ) reflected on Exhibit C, all on a firm basis.

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 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 TSS, as such rates and charges and Rate Schedule TSS may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder. Shipper agrees that Southern Star shall have 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.

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE TSS

3.2 This Agreement in all respects is subject to the provisions of Rate Schedule TSS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule TSS, all of which are by reference made a part hereof.

SECTION IV
TERM

4.1 This Agreement shall become effective _____ and shall continue in full force and effect until _____.

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.

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE TSS

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: _____
_____
_____
_____
_____
_____

To Southern Star: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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.

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE TSS

SECTION VI
MISCELLANEOUS

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

6.2 Any Service Agreements under Rate Schedule TSS shall not cover service under both TSS-P and TSS-M.

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 PURPORSE OR MERCHANTABILITY.

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

Southern Star Central Gas Pipeline, Inc.

By_____

Title_____

(Shipper)_____

By_____

Title_____

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT A: _____

_____ - Primary Receipt Location(s) *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ(DTH)
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____	_____	_____

(Shipper)_____

By _____

Signature: _____

Title: _____

Date: _____

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By _____

Signature: _____

Title: _____

Date: _____

*The sum of the Primary Receipt Point MDQ's must add to the MDTQ.

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT B: _____

_____ - Primary Delivery Location(s) *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ(DTH)	MDP
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____	_____	_____	_____

(Shipper)_____

By _____
_____

Signature: _____
_____

Title: _____
_____

Date: _____

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By

Signature:

Title:

Date: _____

*The sum of the Primary Delivery Point MDQ's must add up to the MDTQ.

MDP Detail by Meter:

Location	Meter	MDP(PSIG)
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT C: _____

Storage Quantities

Maximum Daily Withdrawal Quantity: _____
Maximum Storage Quantity: ** _____

(Shipper)_____	SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
By _____	By _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Maximum Daily Withdrawal Quantity times 33.

Contract ID:_____

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE STS

THIS AGREEMENT is made and entered into this _____ day of _____, _____ 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 _____, a _____, having its principal office in _____, 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

1.1 Subject to the provisions of this Agreement and of Southern Star's Rate Schedule STS, 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 A which are selected from Southern Star's Master Receipt Point List, as revised from time to time, for transportation and storage 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 all Primary Receipt Points within any area, all as set forth on Exhibit 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 and designated on Exhibit C a quantity of natural gas thermally equivalent to the quantity received by Southern Star for transportation and withdrawn from storage as provided in Section 1.2 hereunder less appropriate reductions for fuel and loss as provided in Southern Star's Rate Schedule STS; 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 within any area for all Primary Delivery Points, all as set forth on Exhibit B.

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE STS

1.3 Subject to the provisions of this Agreement and of Southern Star's Rate Schedule STS, Southern Star agrees to (a) inject and store such quantities of natural gas up to the Maximum Storage Quantity (MSQ) and the Maximum Daily Injection Quantity (MDIQ) as Shipper may cause to be tendered to Southern Star for injection into storage, less appropriate reductions for fuel and loss, and (b) withdraw such quantities of natural gas up to Shipper’s gas in storage and the Maximum Daily Withdrawal Quantity (MDWQ) reflected on Exhibit C, all on a firm basis.

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 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 STS, as such rates and charges and Rate Schedule STS 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.

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE STS

3.2 This Agreement in all respects is subject to the provisions of Rate Schedule STS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule STS, all of which are by reference made a part hereof.

SECTION IV
TERM

4.1 This Agreement shall become effective _____ and shall continue in full force and effect until _____.

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.

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE STS

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: _____
_____
_____
_____
_____

To Southern Star: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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.

FORM OF TRANS-STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE STS

SECTION VI
MISCELLANEOUS

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

6.2 Any Service Agreements under Rate Schedule STS shall not cover service under both STS-P and STS-M.

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.

Southern Star Central Gas Pipeline, Inc.

By_____

Title_____

(Shipper)_____

By_____

Title_____

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT A: _____

_____- Primary Receipt Location(s) *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ(DTH)
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____	_____	_____

(Shipper)_____

By _____

Signature: _____

Title: _____

Date: _____

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By _____

Signature: _____

Title: _____

Date: _____

*The sum of the Primary Receipt Point MDQ's must add to the MDTQ.

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT B: _____

_____- Primary Delivery Location(s) *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ(DTH)	MDP
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____	_____	_____	_____

(Shipper)_____

By _____
_____

Signature: _____
_____

Title: _____
_____

Date: _____

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By

Signature:

Title:

Date: _____

*The sum of the Primary Delivery Point MDQ's must add up to the MDTQ.

MDP Detail by Meter:

Location	Meter	MDP(PSIG)
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT C: _____

Storage Quantities

Maximum Daily Withdrawal Quantity: _____
Maximum Storage Quantity: ** _____

(Shipper)_____	SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
By _____	By _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

**Maximum Daily Withdrawal Quantity times 33.

Contract ID:_____

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this _____ day of _____, _____ 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 _____, a _____ , having its principal office in _____, 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.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

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.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

SECTION IV
TERM

4.1 This Agreement shall become effective _____ and shall continue in full force and effect until _____.

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 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.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

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: _____
_____
_____
_____
_____
_____

To Southern Star: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

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 both the Production Area 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.

Southern Star Central Gas Pipeline, Inc.

By_____

Title_____

(Shipper)_____

By_____

Title_____

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT A: _____

_____Primary Receipt Location(s) *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ(DTH)
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____	_____	_____

(Shipper)_____

By _____

Signature: _____

Title: _____

Date: _____

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By _____

Signature: _____

Title: _____

Date: _____

*The sum of the Primary Receipt Point MDQ's must add to the MDTQ.

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT B: _____

_____Primary Delivery Location(s) *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ(DTH)	MDP
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____	_____	_____	_____

(Shipper)_____

By _____
_____

Signature: _____
_____

Title: _____
_____

Date: _____

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By

Signature:

Title:

Date: _____

*The sum of the Primary Delivery Point MDQ's must add up to the MDTQ.

MDP Detail by Meter:

Location	Meter	MDP(PSIG)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Contract ID: _____

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE SFT

THIS AGREEMENT is made and entered into this _____day of _____, _____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 _____, a _____ , having its principal office in _____, 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 SFT, 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 Lists(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 Exhibits(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 SFT; 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.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE SFT

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 SFT, as such rates and charges and Rate Schedule SFT 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 SFT, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule SFT, all of which are by reference made a part hereof.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE SFT

SECTION IV
TERM

4.1 This Agreement shall become effective _____ and shall continue in full force and effect until _____.

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 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.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE SFT

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: _____
_____
_____
_____
_____
_____

To Southern Star: _____
_____
_____
_____
_____
_____
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_____
_____
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_____
_____

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.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE SFT

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 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 SFT may cover transportation in both the Production Area 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.

Southern Star Central Gas Pipeline, Inc.

By_____

Title_____

(Shipper)_____

By_____

Title_____

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT A: _____

_____ - Primary Receipt Location(s) *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ(DTH)
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____	_____	_____

(Shipper)_____

By _____

Signature: _____

Title: _____

Date: _____

SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.

By _____

Signature: _____

Title: _____

Date: _____

*The sum of the Primary Receipt Point MDQ's must add to the MDTQ.

LOCATION EXHIBITS TO
FIRM CONTRACT _____
DATED _____
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND _____

EFFECTIVE DATE OF THIS EXHIBIT B: _____

_____ - Primary Delivery Location(s) *

Location	Location ID	Line Segment	Rate Area	Sec-Twn-Rng	County	State	MDQ(DTH)	MDP
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____	_____	_____	_____

(Shipper)_____

By _____
_____

Signature: _____
_____

Title: _____
_____

Date: _____

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By

Signature:

Title:

Date: _____

*The sum of the Primary Delivery Point MDQ's must add up to the MDTQ.

MDP Detail by Meter:

Location	Meter	MDP(PSIG)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Effective Date: 03/01/2006 Status: Effective
FERC Docket: RP06-188-001

Substitute First Revised Sheet No. 430 Substitute First Revised Sheet No. 430 : Effective
Superseding: Sheet Nos. 430 Through 437

SHEET NOS. 430-437 RESERVED FOR FUTURE USE.

The following tariff sheets have been superseded:

Substitute Original Sheet No. 430
Original Sheet Nos. 431 through 437

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS
(Section 311)

ARTICLE II
DELIVERY POINT(S) AND DELIVERY PRESSURES

2.1 Natural gas to be delivered hereunder by Southern Star to or on the behalf of Shipper shall be received 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 at such Delivery Point(s).

ARTICLE 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 ITS, as such rates and charges and Rate Schedule ITS may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder.

3.2 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.

3.3 This Agreement in all respects is subject to the provisions of Rate Schedule ITS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule ITS, all of which are by reference made a part hereof.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS
(Section 311)

ARTICLE IV
TERM

4.1 This Agreement shall become effective _____and shall continue in full force and effect until _____.

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 accordance with Article 18 of the General Terms and Conditions.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS
(Section 311)

ARTICLE 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 placed in the regular mail or certified mail, postage prepaid and addressed to the other party, or sent by overnight delivery service, or by facsimile, at the following addresses or facsimile numbers, respectively:

To Shipper:
Invoices and Notices: (Address)
(Facsimile number)

To Southern Star:

Payments	as directed on invoice
All Notices:	Southern Star Central Gas Pipeline, Inc. P.O. Box 20010 Owensboro, KY 42304-0010 Attention: Director - Customer Services (Facsimile number)

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS
(Section 311)

ARTICLE VI
MISCELLANEOUS

6.1 The interpretation, performance and enforcement of this Agreement shall be construed in accordance with the laws of the State of Kentucky.

6.2 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 or B by mutual agreement, which amendment shall be reflected in a revised Exhibit A or B and shall be incorporated by reference as part of this Agreement.

6.3 Any Service Agreement under Rate Schedule ITS may only cover transportation in both the Production Area 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.

6.4 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 PUPOSEE OR MERCHANTABILITY.

6.5 This form of Service Agreement shall only apply to the interruptible transportation of gas under Section 311 of the Natural Gas Policy Act of 1978.

6.6 Other Miscellaneous

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS
(Section 311)

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

Attest: Southern Star Central Gas Pipeline, Inc.

_____ By_____
Assistant Secretary
Title_____

Attest/Witness _____

_____ By_____
Secretary
Title_____

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS
(Section 311)

EXHIBIT A

TO

TRANSPORTATION SERVICE AGREEMENT

Date_____

Between Southern Star Central Gas Pipeline, Inc.
and_____

Receipt Point(s)	Maximum Daily Quantity*

Receipt Point List

Effective Date of this Exhibit A:_____

_____ SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By_____ By_____

*Dth

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS
(Section 311)

EXHIBIT B

TO

TRANSPORTATION SERVICE AGREEMENT

Date_____

Between Southern Star Central Gas Pipeline, Inc.
and_____

Delivery Point(s)	Maximum Daily Quantity*

Delivery Point List

Maximum Daily Transportation Quantity:_____

Effective Date of this Exhibit A:_____

_____ SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By_____ By_____

*Dth

Contract ID: _____

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS

THIS AGREEMENT is made and entered into this _____day of _____, _____ 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 _____, a _____, having its principal office in _____, 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 ITS, Southern Star agrees to receive such quantities of natural gas as Shipper may cause to be tendered to Southern Star at Receipt Point(s) selected from Southern Star's Master Receipt Point List(s), as revised from time to time, and agrees to deliver and Shipper agrees to accept (or cause to be accepted) at Delivery Point(s) selected from Southern Star's Master Delivery Point List(s), as revised from time to time, a quantity of natural gas thermally equivalent to the quantity received by Southern Star for transportation hereunder, less appropriate reductions for fuel and loss; provided, however, that Southern Star shall not be obligated to deliver on any day in excess of the Maximum Daily Transportation Quantity (MDTQ) for each area, all as set forth below:

The Maximum Daily Transportation Quantities under this ITS agreement are:

Production Area MDTQ: _____Dth/D and
Market Area MDTQ: _____Dth/D

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS

SECTION II
DELIVERY POINT(S) AND DELIVERY PRESSURES

2.1 Natural gas delivered hereunder by Southern Star to or on behalf of Shipper shall be received at the outlet side of the measuring station(s) at or near the Delivery Point(s) designated on Southern Star's Master Delivery Point List(s) at Southern Star's line pressure 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 ITS, as such rates and charges and Rate Schedule ITS may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder.

3.2 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.

3.3 This Agreement in all respects is subject to the provisions of Rate Schedule ITS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule ITS, all of which are by reference made a part hereof.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS

SECTION IV
TERM

4.1 This Agreement shall become effective on _____and shall continue in full force and effect for an original term ending at the beginning of the gas day effective _____ and month to month thereafter, unless either party gives the other party at least thirty (30) days written notice to terminate the agreement.

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 accordance with Section 18 of the General Terms and Conditions.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS

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: _____
_____
_____
_____
_____
_____

To Southern Star: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS

SECTION VI
MISCELLANEOUS

6.1 Any Service Agreement under Rate Schedule ITS may cover transportation in both the Production Area and the Market Area. If one service agreement covers both Production and Market Areas, MDTQ's for each area will be stated in Section 1.1.

6.2 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.

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS

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

Southern Star Central Gas Pipeline, Inc.

By_____

Title_____

_____

By_____

Title_____

Contract ID: _____

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS

THIS AGREEMENT is made and entered into this _____ day of _____, _____, 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 _____, a _____ having its principal office in _____, 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
SERVICE TO BE RENDERED

1.1 Subject to the provisions of this Agreement and of Southern Star's Rate Schedule FSS, Southern Star agrees to receive from Shipper under a Rate Schedule FTS, SFT, or ITS Service Agreement for storage, inject into storage for Shipper's account, store, withdraw from storage on a firm basis and deliver to Shipper for transportation under a Rate Schedule FTS, SFT or ITS Service Agreement quantities of natural gas as designated on Exhibit A up to the maximum quantities set forth on Exhibit A. All quantities injected into storage, stored, and withdrawn from storage shall be net of appropriate reductions for fuel and loss.

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS

SECTION II
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

2.1 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 FSS, as such rates and charges and Rate Schedule FSS 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.

2.2 This Agreement in all respects is subject to the provisions of Rate Schedule FSS, or superseding rate schedule(s), and applicable provisions of the General terms and Conditions included by reference in said Rate Schedule, all of which are by reference made a part hereof.

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS

SECTION III
TERM

3.1 This agreement shall become effective _____ and shall continue in full force and effect until _____.

3.2 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.

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS

SECTION IV
NOTICES

4.1 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: _____
_____
_____
_____
_____

To Southern Star: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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.

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS

SECTION V
MISCELLANEOUS

5.1 As of the effective date of execution of Exhibit A attached to this Agreement, such executed exhibit is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A by mutual agreement, which amendment shall be reflected in a revised Exhibit A and shall be incorporated by reference as part of this Agreement.

5.2 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.

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS

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

Southern Star Central Gas Pipeline, Inc.

By_____

Title_____

Shipper:

By_____

Title_____

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS

EXHIBIT A

TO

FIRM STORAGE SERVICE AGREEMENT _____

Dated _____

Between
Southern Star Central Gas Pipeline, Inc.
and
_____

Maximum Daily Withdrawal Quantity: _____

Maximum Storage Quantity*: _____

Effective Date of this Exhibit A: _____

Supersedes Exhibit A of Effective Date: _____

(Shipper)_____ Southern Star Central Gas Pipeline, Inc.

By_____ By_____

*Equals the Maximum Daily Withdrawal Quantity times 33.

Contract ID: _____

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS

THIS AGREEMENT is made and entered into this _____ day of _____, _____, 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 _____, a _____ having its principal office in _____, 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
SERVICE TO BE RENDERED

1.1 Subject to the provisions of this Agreement and of Rate Schedule ISS, Southern Star agrees to receive from Shipper under a Rate Schedule FTS, SFT or ITS Service Agreement for storage, inject into storage for Shipper's account, store, withdraw from storage on an interruptible basis and deliver to Shipper quantities of natural gas for transportation under a Rate Schedule FTS, SFT or ITS Service Agreement up to a Maximum Storage Quantity of _____DTH. All quantities injected into storage, stored, and withdrawn from storage shall be net of appropriate reductions for fuel and loss.

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS

SECTION II
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

2.1 Shipper shall pay Southern Star each month for all service rendered hereunder in accordance with Southern Star's Rate Schedule ISS, or as such rates and charges and Rate Schedule ISS 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.

2.2 This Agreement in all respects is subject to the provisions of Rate Schedule ISS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule, all of which are by reference made a part hereof.

SECTION III
TERM

3.1 This Agreement shall become effective on _____and shall continue in full force and effect for an original term ending at the beginning of the gas day effective _____ and month to month thereafter, unless either party gives the other party at least thirty (30) days written notice to terminate the agreement.

3.2 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.

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS

SECTION IV
NOTICES

4.1 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: _____
_____
_____
_____
_____

To Southern Star: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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.

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS

SECTION V
MISCELLANEOUS

5.1 As of the effective date of execution of Exhibit A attached to this Agreement, such executed exhibit is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A by mutual agreement, which amendment shall be reflected in a revised Exhibit A and shall be incorporated by reference as a part of this Agreement.

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

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

Southern Star Central Gas Pipeline, Inc.

By_____

Title_____

(Shipper)_____

By_____

Title_____

FORM OF STORAGE SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS

EXHIBIT A

TO

INTERRUPTIBLE STORAGE SERVICE AGREEMENT _____

Dated_____

Between Southern Star Central Gas Pipeline, Inc.
and_____

Associated Transportation Agreement(s): _____

Maximum Daily Withdrawal Quantity: _____

Maximum Storage Quantity*: _____

Effective Date of this Exhibit A: _____

Supersedes Exhibit A of Effective Date: _____

(Shipper)_____ Southern Star Central Gas Pipeline, Inc.

By_____ By_____

*Cannot exceed 45 times the Maximum Daily Withdrawal Quantity.

RESERVED FOR FUTURE USE

Contract ID: _____

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PS

THIS AGREEMENT is made and entered into this _____ day of _____, _____ 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 _____, a _____, having its principal office in _____, hereinafter referred to as "Pooling Shipper."

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

SECTION I
QUANTITY TO BE POOLED

1.1 Subject to the provisions of this Agreement and of Southern Star's Rate Schedule PS, Southern Star agrees to accept such quantities of natural gas as Pooling Shipper may nominate from the Receipt Point(s) on Southern Star's Master Receipt Point List(s) in the same area, as revised from time to time, into a production area pool and/or the Market Area Pool.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PS

SECTION II
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

2.1 Pooling Shipper shall pay Southern Star the applicable imbalance charges under Southern Star's Rate Schedule PS, Section 3(f).

2.2 Pooling 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 rate schedule(s) pursuant to which service hereunder is rendered, or (b) any provision of the General Terms and Conditions incorporated by reference in such rate schedule(s); provided, however, Pooling Shipper shall have the right to protest any such changes.

2.3 This Agreement in all respects is subject to the provisions of Rate Schedule PS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule PS, all of which are by reference made a part hereof.

SECTION III
TERM

3.1 This Agreement shall become effective on _____and shall continue in full force and effect for an original term ending at the beginning of the gas day effective _____ and month to month thereafter, unless either party gives the other party at least thirty (30) days written notice to terminate the agreement.

3.2 This Agreement may be suspended or terminated by Southern Star in the event Pooling Shipper fails to pay all of the amount of any bill for imbalance charges rendered by Southern Star hereunder when that amount is due; provided, however, Southern Star shall give Pooling 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 Pooling Shipper in accordance with Section 18 of the General Terms and Conditions.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PS

SECTION IV
NOTICES

4.1 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 Pooling Shipper: _____
_____
_____
_____
_____
_____

To Southern Star: _____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PS
SECTION V
MISCELLANEOUS

5.1 Any Service Agreement under Rate Schedule PS may cover service in both the Production Area and the Market Area.

5.2 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 written above.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By_____

Title_____

(Shipper) _____

By_____

Title_____

RESERVED FOR FUTURE USE

Contract ID: _____

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS

THIS AGREEMENT is made and entered into this _____ day of _____, _____, 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 _____, a _____ _____, having its principal office in _____, hereinafter referred to as "PLS Shipper."

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

SECTION I
GAS SERVICE

1.1 Parking Service: Subject to the terms and provisions of this Agreement (including any Service Order(s) attached as Exhibit A hereto) and of Southern Star's Rate Schedule PLS, PLS Shipper agrees to deliver or cause gas to be delivered to Southern Star and Southern Star agrees to (a) the receipt of gas (Parked Quantity) up to the maximum daily quantity specified in the executed Service Order, on behalf of PLS Shipper, at the available Point(s) of Service on Southern Star's system; (b) hold the Parked Quantity of Southern Star's system; and (c) deliver, upon nomination by PLS Shipper, the Parked Quantity to PLS Shipper at the available Point(s) of Service. PLS Shipper shall make any necessary arrangements with Southern Star or third parties to receive gas from or deliver gas to Southern Star at the available Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Southern Star's pipeline system and shall provide for coordinated scheduling with Southern Star.

1.2 Loan Service: Subject to the terms and provisions of this Agreement (including any Service Order(s) attached as Exhibit B hereto) and of Southern Star's Rate Schedule PLS, PLS Shipper agrees to receive or cause gas to be received from Southern Star and Southern Star agrees to (a) advance to PLS Shipper a quantity of gas (Loaned Quantity) up the maximum daily quantity specified in the executed Service Order, at the available Point(s) of Service; and (b) the receipt of Southern Star of PLS Shipper's return of the Loaned Quantity at the available Point(s) of Service. PLS Shipper shall make any necessary arrangements with Southern Star or third parties to receive gas from or deliver gas to Southern Star at the available Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Southern Star's pipeline system and shall provide for coordinated scheduling with Southern Star.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS

1.3 For each of PLS Shipper's Parking or Loan Service transactions with Southern Star, PLS Shipper and Southern Star shall execute a Service Order in the form attached hereto as Exhibit A or B.

1.4 Service rendered hereunder shall be subject to curtailment or interruption. In the event Southern Star is unable to provide the level of Service requested by all PLS Shippers under Rate Schedule PLS, then Southern Star shall allocate available Service among such PLS Shippers in accordance with Section 7 of Southern Star's Rate Schedule PLS.

SECTION II
POINT(S) OF SERVICE

2.1 Southern Star shall render Service to PLS Shipper at the available Point(s) of Service posted on Southern Star's CSI service from time to time and specified in the executed Service Order(s).

SECTION III
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

3.1 PLS 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 PLS, as such rates and charges and Rate Schedule PLS may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder.

3.2 PLS 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, PLS Shipper shall have the right to protest any such changes.

3.3 This Agreement in all respects is subject to the provisions of Rate Schedule PLS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule PLS, all of which are by reference made a part hereof.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS

SECTION IV
TERM

4.1 This Agreement shall become effective on _____and shall continue in full force and effect until _____and month to month thereafter, unless either party gives the other party at least thirty (30) days written notice to terminate the agreement.

4.2 This Agreement may be suspended or terminated by Southern Star in the event PLS 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 PLS 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 PLS Shipper in accordance with Section 18 of the General Terms and Conditions.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS

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 PLS Shipper:

_____
_____
_____
_____
_____

To Southern Star:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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.

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS

SECTION VI
MISCELLANEOUS

6.1 As of the effective date of execution of Exhibit A or Exhibit B attached to this Agreement, such executed exhibit is hereby incorporated by reference as part of this Agreement. The parties may amend Exhibit A or Exhibit B by mutual agreement, which amendment shall be reflected in a revised Exhibit A or Exhibit B and shall be incorporated by reference as part of this Agreement.

6.2 OTHER THAN AS MAY BE SET FORTH HEREIN, THE COMPANY 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 caused this Agreement to be signed by their respective officers or representatives thereunto duly authorized.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By _____

Title _____

(Shipper)_____

By _____

Title _____

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS
Parking Service

Exhibit A-____

Reference is made to that PLS Service Agreement by and between Southern Star and _____ (PLS Shipper), dated _____.

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 _____and shall continue in full force and effect for an original term ending at the beginning of the gas day effective _____ .

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

Parking Point of Service _____

Maximum Daily Quantity _____

Maximum Total Parked Quantity _____

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

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By _____

(Shipper)_____

By _____

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE PLS
Loan Service

Exhibit B-____

Reference is made to that PLS Service Agreement by and between Southern Star and _____ (PLS Shipper), dated _____.

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 _____and shall continue in full force and effect for an original term ending at the beginning of the gas day effective _____ .

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

Loan Point of Service _____

Maximum Daily Quantity _____

Maximum Total Loaned Quantity _____

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

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By _____

(Shipper)_____

By _____

Effective Date: 05/01/2010 Status: Effective
FERC Docket: RP10-514-000

First Revised Sheet No. 468 First Revised Sheet No. 468
Superseding: Sheet Nos. 468 Through 473

NOTICE OF CANCELLATION
OF SHEET NOS. 468 THROUGH 473

The following tariff sheets have been superceded:

Original Sheet No. 468
Original Sheet No. 469
Original Sheet No. 470
Original Sheet No. 471
Original Sheet No. 472
Original Sheet No. 473

FORM OF OPERATIONAL BALANCING AGREEMENT

(2) The Parties intend that the quantity actually delivered and received each day at the Interconnection Point will equal the confirmed nominations. Each Party will allocate the quantity which is to be delivered and received at the Interconnection Point among the Party's respective shippers pursuant to the Scheduled Quantity. Any difference between the actual physical flow as shown by the custody measurement facilities and the Scheduled Quantity is the "Operational Imbalance", which will be the responsibility of the Parties to eliminate pursuant to this Agreement. Any Operational Imbalance shall be corrected within thirty (30) days of the date the amount of the Operational Imbalance is determined unless the parties agree in writing to allow a longer period to correct the Operational Imbalance.

(3) Estimated metered quantities shall be used on a daily basis during the current month to determine the estimated Operational Imbalance at the Interconnection Point, with physical flow adjustments to be made during the current month as mutually agreed to by both Parties to adequately control imbalance levels.

(4) The physical flow at the Interconnection Point each month will be reported in Dth's and communicated by Southern Star to _____ within one (1) business day following the specified time period for measurement closing noted in Section 17 of the General Terms and Conditions of Southern Star FERC Gas Tariff. Measurement of gas for all purposes hereunder shall be in accordance with the provisions set forth in Southern Star's then effective FERC Gas Tariff.

(5) In the event that a capacity constraint occurs on either Party's facilities which results in curtailment of quantities through the Interconnection Point, the Party on whose facilities the constraint has occurred shall determine the reallocation of Scheduled Quantities to the shippers. Such change in Scheduled Quantities shall be confirmed with the other party within four (4) hours of the constraint. If the constraint occurs at the Interconnection Point, the party which owns the custody measurement facilities at the Interconnection Point shall be deemed to have the constraint on its facilities.

FORM OF OPERATIONAL BALANCING AGREEMENT

(6) This agreement shall be effective _____, and shall continue until cancelled by either party upon forty-eight (48) hours prior written notice. Any remaining Operational Imbalance shall be corrected within thirty (30) days after the final Operational Imbalance is agreed to in writing by the Parties or within such longer period of time as may be mutually agreed to by the Parties.

(7) In the event an Operational Flow Order (OFO) is issued in accordance with the provisions of Southern Star's effective FERC Gas Tariff, this agreement may be temporarily suspended, and allocations during the period when an OFO is in effect will be based upon actual flows during said period. Notice of issuance of an OFO shall be given as soon as practicable; however, failure to give notice prior to issuance of an OFO will not affect the right to temporarily suspend this Agreement during such period. In the event actual flows during the period when an OFO is in effect are equal to or greater than Scheduled Quantities at the interconnect point specified on Exhibit 1, this agreement will be in effect during such period and not suspended as required by this Paragraph 7.

(8) This agreement, the services provided hereunder, and the use of such services are subject to all of the terms and conditions of Southern Star's FERC Gas Tariff and such FERC Gas Tariff is incorporated herein by reference. Southern Star shall have the unilateral right from time to time to file with the appropriate regulatory authority to make changes to all or any part of the FERC Gas Tariff; provided however, that shall have the right to protest any such changes.

FORM OF OPERATIONAL BALANCING AGREEMENT

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

Accepted and agreed on this _____ day of _____, _____.

_____

By: _____

Title: _____

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____

Title: _____

EXHIBIT 1

INTERCONNECTION POINT

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

METER NO.	DESCRIPTION
Meter Number	Section, Township, Range County, State

EXHIBIT 2

CONFIRMING NOMINATION FOR _____

OPERATIONAL BALANCING AGREEMENT

BY AND BETWEEN

_____ (Agreement No._____)

and SOUTHERN STAR CENTRAL GAS PIPELINE, INC. (Agreement No._____)

Name of Interconnection Point: _____

Southern Star Meter Nos. _____

Preparer's Name _____ Phone Number (____)_____

Effective Date of this Statement _____Date Prepared_____

Southern Star Shipper Name & Contract Number	Corrected Nomination Dth	Previous Nomination Dth	Amount of Change Dth
_____	_____	_____	_____

Operational Imbalance as of _____ is _____Dth of gas. A positive volume indicates surplus volumes, a (volume) indicates volume owed Southern Star. This imbalance shall be corrected in the following manner:

_____

_____

Agreed to this _____ day of _____, ____. Agreed to this ____ day of _____, ____.

_____ SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____ By:_____

FORM OF PREDETERMINED ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into by Southern Star Central Gas Pipeline, Inc., (Southern Star) and _____ (_____) to be effective _____.

Whereas, from time to time, gas quantities are delivered at the interconnections between Southern Star's facilities and facilities owned and/or operated by _____ at locations listed on Exhibit A hereto.

Whereas, Southern Star and _____ desire to reach an agreement on the allocation methodology of gas quantities delivered at those interconnections.

NOW, THEREFORE, Southern Star and _____ agree that such deliveries will be allocated using the following method.

Southern Star Central Gas Pipeline, Inc.

By_____

Title_____

_____

By_____ _____

Title_____ _____

EXHIBIT A

Interconnection Locations

Effective Date: 03/01/2006 Status: Effective
FERC Docket: RP06-188-001

Substitute First Revised Sheet No. 476 Substitute First Revised Sheet No. 476 : Effective
Superseding: Sheet Nos. 476 Through 494

SHEET NUMBERS 476-494 ARE RESERVED FOR FUTURE USE.

The following tariff sheets have been superseded:

Original Sheet Nos. 476 through 494

SERVICE REQUEST FORM

b. Amendment to an existing agreement #_____ Date_____ ____

i. change in primary receipt point(s) ____
ii. change in primary delivery point(s) ____
iii. other (describe) ____
_____

2. Shipper Information:

a. Complete legal name of Shipper:
_____

b. Address of Shipper:
_____
_____
_____
_____

c. Type of legal entity, state of incorporation and location of principal office:
_____
_____
_____

d. Type of company:

_____Local Distribution Co. _____End-User
_____Intrastate Pipeline _____Marketer
_____Interstate Pipeline _____Other (fill in) _____
_____Producer

3. Requested Form of Service:

_____311* (284B) _____284G (Interstate)**_____284G(Other)

4. "On Behalf of" Entity Information
(For 311 or 284G Interstate Requests)

a.* Section 311 service will be "On Behalf Of," pursuant to Subpart B of Part 284 of the Federal Regulations:

(Legal Name) _____, which is an:
_____LDC _____Intrastate

SERVICE REQUEST FORM

b.**Section 284G service will be "On Behalf Of," pursuant to Subpart G of Part 284 of the Federal Regulations:

(Legal Name)_____, which is an Interstate.

c. The named "On Behalf Of" entity will be:

_____ Transporting the gas _____Holding title to the gas

Important: If required, applicable "On Behalf Of" letter must be completed with executed agreement. Only one "On Behalf of" party will be accepted per request.

5. Section 284G Transportation Notice Filing Information

a. Average daily volume to be transported _____DTH

b. Annual volume to be transported _____DTH

c. Peak day volume to be transported _____DTH

6. If Shipper is acting as an Agent in arranging this service, the Principal is:

(Legal Name)_____, which is an:

_____LDC _____Intrastate _____End User ____Other ___Interstate

(Southern Star reserves the right to require proof of such arrangement.)

7. Quantities Requested

a. TSS-M or STS-M

i. Maximum Daily Transportation Quantity (MDTQ) _____DTH
** ii. FTS-P - Maximum Daily Transportation Quantity (MDTQ)(____FTS-M MDTQ + 100% Market area fuel) _____DTH
iii. FTS-M - Maximum Daily Transportation Quantity (MDTQ) _____DTH
iv. FSS - Maximum Daily Withdrawal Quantity (MDWQ) _____DTH
v. FSS - Maximum Storage Quantity (MSQ) (MDWQ x 33) _____DTH

SERVICE REQUEST FORM

b. TSS-P or STS-P

i. Maximum Daily Transportation Quantity (MDTQ) _____DTH
ii. FTS-P – Maximum Daily Transportation Quantity (MDTQ) _____DTH
* iii. FSS-Maximum Daily Withdrawal Quantity (MDWQ) (____FTS-P MDTQ) _____DTH
iv. FSS Maximum Storage Quantity (MSQ) (MDWQ x 33) _____DTH

* For TSS & STS; FSS – Maximum Daily Withdrawal Quantity (MDWQ) must be at least ½ but not more than 2/3 of of (i) Maximum Daily Transportation Quantity (MDTQ).

** For TSS-M or STS-M; (ii) the sum of FTS-M and FTS-P flowing gas receipts must equal (i) Maximum Daily Transportation of Quanitity (MDTQ) minus (iv) FSS Maximum Daily Withdrawal Quantity (MDWQ) plus 100% Market Area Fuel.

c. FTS-M, FTS-P, ITS-M, ITS-P, SFT-M, OR SFT-P

i. Maximum Daily Transportation Quantity (MDTQ) _____DTH
ii. Seasonal MDTQ for FTS associated with FSS
(a) Summer (April-October) _____DTH
(b) Winter (November-March) _____DTH

SERVICE REQUEST FORM

d. FSS or ISS

i. Maximum Daily Withdrawal Quantity (MDWQ)* _____DTH
ii. Maximum Storage Quantity (MSQ)** _____DTH
iii. Associated Transportation Agreement(s)
TA-_____

Balancing Provision:

State whether net transportation imbalances below the stated tolerances on associated Transportation Agreements are to be injected into or withdrawn from storage, in accordance with Article 9.8 of the General Terms and Conditions.

CHECK ONE: YES_____ NO_____

* MDWQ must be less than or equal to the MDTQ of the Associated Transportation Agreement(s).
** MSQ = MDWQ x 33 for FSS

SERVICE REQUEST FORM

8. Requested Term of Service:

Initial Delivery Date_____

Termination Date _____

9. Address for Billing:

_____

_____

_____

Attn: (Prefer Title)_____

Telephone No._____

Fax No._____

Address For Notices:*

_____

_____

_____

Attn: (Prefer Title)_____

(*Please include a street address

for Federal Express correspondence.)

Telephone No._____

Fax No._____

SERVICE REQUEST FORM

10. Are additional or new facilities necessary for Southern Star to receive or deliver gas for the transportation service requested herein?

    CHECK ONE: _____Yes _____No

    If yes, such new facilities will require a separate Construction and Operating Agreement.

11. For firm transportation and 311 ITS requests, list on Exhibit A (1) the precise location of each receipt point and (2) the maximum daily quantity (DTH) being requested for each receipt point (provided, however, the maximum daily quantity at any receipt point shall not exceed the quantity of supply to be available to Shipper at such point).

12. For firm transportation and 311 ITS requests, list on Exhibit B (1) the precise location of each delivery point and (2) the maximum daily quantity (DTH) being requested for such delivery point.

13. Credit Evaluation - Please provide all financial information requested in Exhibit C (Credit Application).

14. Is there an affiliation between Southern Star and any of the following parties to this transaction?

		Yes	No	If Yes, Name
a)	Shipper	_____	_____	_____
b)	Enduser	_____	_____	_____
c)	Supplier	_____	_____	_____
d)	Other *	_____	_____	_____

* Please describe involvement _____

_____

SERVICE REQUEST FORM

15. If any marketer affiliated with Southern Star is buying and reselling any of the gas requested to be transported, does the cost of the gas to the affiliated marketer exceed the price received for the sale of the gas by the affiliated marketer, after deducting associated costs, including those incurred for transportation?

_____Yes _____No _____Not Known

If yes, by how much? $_____per DTH.

If this information is not know, it must be provided as soon as known.

Shipper understands that this request form, complete and unrevised as to format, must be received by Southern Star before the transportation request will be accepted and processed.

Shipper, by its signature, represents to Southern Star that the information above is correct and accurate and that all necessary transportation, gas purchase and gas sales arrangements have been or will be secured prior to the execution of the Southern Star transportation service agreement.

Very truly yours,

_____
Signature

_____
Typed Name and Title

Telephone No._____

Fax No._____

EXHIBIT C

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
CREDIT APPLICATION

GENERAL INFORMATION

Name _____

Street _____

City _____State _____Zip Code_____

Contact Person _____Telephone (_____)_____

Business Structure:

_____ Sole Proprietor _____ Partnership

_____ Corporation _____ Joint Venture

_____ Other (describe)_____

Nature of Business _____

Tax I.D. #_____ Yrs in Business _____ # of Employees _____

Identify parent company, if applicable:

_____

FINANCIAL STATEMENTS

- Enclose most recent annual report 10-K or separate audited annual financial statements (Balance Sheet, Income Statement and Statement of Cash Flows). If audited statements are not available, then Shipper should provide an attestation by its Chief Financial Officer that the information reflected in the unaudited statements submitted by Shipper is true, correct and a fair representation of Shipper's financial condition.

- Enclose most recent quarterly or monthly financial statements with an attestation like the one described above.

- Southern Star reserves the right to ask for additional evidence of creditworthiness, as it deems necessary.

Evaluations cannot be completed unless this information is provided.

EXHIBIT C

BANK REFERENCES

Bank Name_____

Street_____

City, State, Zip Code_____

Contact Name_____ Telephone #(_____)_____

Bank Name_____

Street_____

City, State, Zip Code_____

Contact Name_____ Telephone # (_____)_____

TRADE REFERENCES

Company Name_____

Street_____

City, State, Zip Code_____

Contact Name_____ Telephone # (_____)_____

Company Name_____

Street_____

City, State, Zip Code_____

Contact Name_____ Telephone # (_____)_____

Company Name_____

Street_____

City, State, Zip Code_____

Contact Name_____ Telephone # (_____)_____

EXHIBIT C

REPRESENTATIONS

Is Shipper:	Yes	No
- Operating Under federal bankruptcy laws?	_____	_____
- Subject to liquidation or debt reduction procedures under state laws?	_____	_____
- Subject to pending litigation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Shipper's financial condition?	_____	_____
- Subject to collection lawsuits or outstanding judgments which could affect Shippers ability to remain solvent?	_____	_____

Additional Comments:
==========

CERTIFICATION AND AUTHORIZATION

1. The undersigned applicant (the "Applicant") certifies that the information supplied on this Credit Application (the "Application") is accurate and correct as of the date of this Application.

2. Southern Star reserves the right, at any time, to withdraw credit approval for Applicant or to terminate or otherwise limit Applicant's account.

3. This is an authorization to obtain or exchange any information that may be required relative to this Application from any source, including Applicant's financial institutions and trade suppliers. Applicant authorizes each source to provide such information.

_____	_____	_____
Date	Applicant's Signature	Title

· Questions regarding this application should be directed to Southern Star's Credit Department at (270) 852-4612.

SERVICE REQUEST FORM
TRANSPORTATION EXHIBIT A-P

PRODUCTION AREA RECEIPT POINTS
COMPLETE FOR TSS-P, TSS-M, STS-P, STS-M, FTS-P, SFT-P, OR 311 ITS-P

(CIRCLE ONE)

List only Primary Receipt Points

	Meter # 1/	Location Name	Maximum Daily Quantity (DTH) 2/
	_____	_____	_____
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____
		Total Net Receipts (MDTQ) 3/	_____

1/ Please use the meter numbers as indicated in the Master Receipt Point List as published on the Electronic Bulletin Board.

2/ The Maximum Daily Quantity at any receipt point shall not exceed the quantity of supply to be available to Shipper at such point.

3/ The Total Net Receipts should equal the FTS-P MDTQ on item 7 a(ii), 7 b(ii), or 7 c(i).

SERVICE REQUEST FORM
TRANSPORTATION EXHIBIT A - P - S

PRODUCTION AREA RECEIPT POINTS - SEASONAL 1/
COMPLETE FOR FTS-P

List only Primary Receipt Points.

	Meter # 2/	Location Name	Maximum Daily Quantity (DTH) 3/ (April-October)	Maximum Daily Quantity (DTH) 3/ (November-March)
	_____	_____	_____	_____
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
15.	_____	_____	_____	_____
16.	_____	_____	_____	_____
17.	_____	_____	_____	_____
18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
20.	_____	_____	_____	_____
	Total Net Receipts (MDTQ) 4/		_____	_____

1/ Seasonal MDQs/MDTQs are applicable only to FTS Agreements associated with FSS.

2/ Please use the meter numbers as indicated in the Master Receipt Point List as published on the Electronic Bulletin Board.

3/ The Maximum Daily Quantity at any receipt point shall not exceed the quantity of supply to be available to Shipper at such point.

4/ The Total Net Receipts should equal the FTS-P MDTQ on items 7c(ii)(a) and 7c(ii)(b).

SERVICE REQUEST FORM
TRANSPORTATION EXHIBIT A - M

MARKET AREA RECEIPT POINTS
COMPLETE FOR TSS-M, STS-M, FTS-M, SFT-M, or 311 ITS-M (CIRCLE ONE)

List only Primary Receipt Points

	Meter # 1/	Location Name	Maximum Daily Quantity (DTH) 2/
	_____	_____	_____
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____

Total Net Receipts (MDTQ) 3/ _____

1/ Please use the meter numbers as indicated in the Master Receipt Point List as published on the Electronic Bulletin Boards.

2/ The Maximum Daily Quantity at any receipt point shall not exceed the quantity of supply to be available to Shipper at such point.

3/ The Total Net Receipts should equal the FTS-M MDTQ on item 7 a(iii) or 7 c(i).

SERVICE REQUEST FORM
TRANSPORTATION EXHIBIT A - M - S

MARKET AREA RECEIPT POINTS - SEASONAL 1/
COMPLETE FOR FTS-M

List only Primary Receipt Points.

	Meter # 2/	Location Name	Maximum Daily Quantity (DTH) 3/ (April-October)	Maximum Daily Quantity (DTH) 3/ (November-March)
	_____	_____	_____	_____
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
15.	_____	_____	_____	_____
16.	_____	_____	_____	_____
17.	_____	_____	_____	_____
18.	_____	_____	_____	_____
19.	_____	_____	_____	_____
20.	_____	_____	_____	_____
	Total Net Receipts (MDTQ) 4/		_____	_____

1/ Seasonal MDQs/MDTQs are applicable only to FTS Agreements associated with FSS.

2/ Please use the meter numbers as indicated in the Master Receipt Point List as published on the Electronic Bulletin Board.

3/ The Maximum Daily Quantity at any receipt point shall not exceed the quantity of supply to be available to Shipper at such point.

4/ The Total Net Receipts should equal the FTS-M MDTQ on item 7c(ii)(a) and 7c(ii)(b).

SERVICE REQUEST FORM
TRANSPORTATION EXHIBIT B - P

PRODUCTION AREA DELIVERY POINTS
COMPLETE FOR TSS-P, STS-P, FTS-P, SFT-P, or 311 ITS-P (CIRCLE ONE)

List only Primary Delivery Points

	Location # 1/	Location Name	Maximum Daily Quantity (DTH)	MDP 2/ (psig)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
		Total (MDTQ)		

1/ Please use the Location Numbers as indicated in the Master Delivery Point List as published on the Electronic Bulletin Board.

2/ Minimum Delivery Pressure. This option is not available under 311 ITS-P.

SERVICE REQUEST FORM
TRANSPORTATION EXHIBIT B - P - S

PRODUCTION AREA DELIVERY POINT - SEASONAL 1/
COMPLETE FOR FTS-P

List only Primary Delivery Points.

	Location # 2/	Location Name	Maximum Daily Quantity (DTH) (April-October)	Maximum Daily Quantity (DTH) (November-March)	MDP 3/ (psig)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
		Total(MDTQ)			

1/ Seasonal MDQs/MDTQs are applicable only to FTS Agreements associated with FSS.

2/ Please use the Location Numbers as indicated in the Master Delivery Point List as published on the Electronic Bulletin Board.

3/ Minimum Delivery Pressure

SERVICE REQUEST FORM
TRANSPORTATION EXHIBIT B - M

MARKET AREA DELIVERY POINTS
COMPLETE FOR TSS-M, STS-M, FTS-M, SFT-M, or 311 ITS-M (CIRCLE ONE)

List only Primary Delivery Points

	Location # 1/	Location Name	Maximum Daily Quantity (DTH)	MDP 2/ (psig)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
		Total (MDTQ)		

1/ Please use the Location Numbers as indicated in the Master Delivery Point List as published on the Electronic Bulletin Board.

2/ Minimum Delivery Pressure. This option is not available under 311 ITS-M.

SERVICE REQUEST FORM
TRANSPORTATION EXHIBIT B - M - S

MARKET AREA DELIVERY POINT - SEASONAL 1/
COMPLETE FOR FTS-M

List only Primary Delivery Points.

	Location # 2/	Location Name	Maximum Daily Quantity (DTH) (April-October)	Maximum Daily Quantity (DTH) (November-March)	MDP 3/ (psig)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
		Total(MDTQ)			

1/ Seasonal MDQs/MDTQs are applicable only to FTS Agreements associated with FSS.

2/ Please use the Location Numbers as indicated in the Master Delivery Point List as published on the Electronic Bulletin Board.

3/ Minimum Delivery Pressure

Effective Date: 07/10/2009 Status: Effective
FERC Docket: RP09-758-000

First Revised Sheet No. 495 First Revised Sheet No. 495
Superseding: Sheet Nos. 495 Through 499

NOTICE OF CANCELLATION
OF
SHEET NOS. 495 THROUGH 499

The following tariff sheets have been superseded:

Original Sheet No. 495
Original Sheet No. 496
Original Sheet No. 497
Original Sheet No. 498
Original Sheet No. 499

FORM OF SERVICE AGREEMENT
FOR ELECTRONIC BULLETIN BOARD

Customer shall maintain the ID Codes in the utmost confidence and shall not use the System except as authorized herein and shall not disclose ID Codes to others. Customer agrees to take all necessary precautions to ensure that no other party, except its authorized employees, shall utilize the ID Codes. Customer shall immediately notify Southern Star if there is any indication that there is any loss of confidentiality of EBB software or ID Codes.

2. Except for the restricted right to utilize the System provided herein, Customer is granted no rights under the System. Customer shall neither copy the System nor use the System to prepare derivative works. Customer shall properly utilize the System in accordance with Southern Star's instructions, shall make no effort to improperly access the computers on which the System is operating, and shall make no effort to reverse-engineer the System.

3. It is Customer's responsibility to confirm with Southern Star that Southern Star has received any information transmitted by Customer and to check the information on the EBB to assure that Customer's information has been correctly posted. Any discrepancy discovered or which would have been discovered by Customer review of the daily schedule shall be the reporting responsibility of Customer. Customer acknowledges that Southern Star continues to maintain alternative methods of communicating information in the event the System is not accessible for any reason. Customer agrees to utilize one of the alternative methods of communicating with Southern Star, such as by fax or telephone.

FORM OF SERVICE AGREEMENT
FOR ELECTRONIC BULLETIN BOARD

4. Customer is being allowed to utilize the System solely for Customer's convenience. Thus, Customer's use of the System is "AS IS, WHERE IS" and with all faults. Customer is responsible for verifying the accuracy of any information posted on the EBB which relates to its contracts or bids. Southern Star will use its best efforts to ensure the accuracy of information posted on its EBB; however, Southern Star shall not be liable for the accuracy of any information posted on its EBB unless any such inaccuracy results from negligence or willful misconduct by Southern Star.

5. Both Customer and Southern Star shall have the right to terminate this Agreement at any time. Southern Star shall have the right to modify or terminate its System and/or Customer's right to use the System at any time for due cause. Southern Star also reserves the right to invalidate ID Codes for cause. Southern Star shall provide reasonable notice and allow Customer to respond before terminating this agreement or its System, terminating Customer's right to use the System, or invalidating any ID Codes. Upon termination of this Agreement or upon request by Southern Star, Customer shall (a) immediately cease all use of the System and (b) return to Southern Star all log on diskettes and related materials within five (5) business days.

6. This Agreement is personal to Customer and may not be assigned, licensed or transferred (except as part of the sale of the assets of Customer's business to which this Agreement relates) by Customer without the express written consent of Southern Star.

7. There are other written agreements in place between the parties and this Agreement shall not cancel or supersede those other agreements except to the extent inconsistent with the specific terms and conditions hereof pertaining to the System. However, the terms and provisions of this Agreement do supersede any oral representations between the parties or any conflicting terms and conditions in any other agreement with regard to the subject matter of this Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified except by written instrument duly executed by both parties. This agreement shall be governed and construed in accordance with the laws of the STATE OF KENTUCKY, excluding any conflicts of law, rule or principle that might refer same to the laws of another jurisdiction.

FORM OF SERVICE AGREEMENT
FOR ELECTRONIC BULLETIN BOARD

8. This Service Agreement, the services provided hereunder, and the use of such services are subject to all of the terms and conditions set forth in Southern Star's General Terms and Conditions and other provisions of Southern Star's FERC Gas Tariff relating to Southern Star's EBB, and all such terms and provisions are incorporated herein by reference.

9. Customer agrees that Southern Star shall have the unilateral right to file with the appropriate regulatory authority and make changes in (a) the terms, rates and charges applicable to service pursuant to this Service Agreement or (b) any provision of Southern Star's FERC Gas Tariff relating to this Service Agreement or to Southern Star's EBB. Southern Star agrees that Customer may protest or contest the aforementioned filings and Customer does not waive any rights it may have with respect to such filings. To the extent that the FERC or other appropriate regulatory authority approves and makes effective any changes in the terms, rates or charges applicable to service pursuant to this Service Agreement, this Agreement shall be deemed to be modified and amended to conform with such changes.

IN WITNESS WHEREOF, Southern Star and Customer have executed this Agreement to be effective the _____ day of _____, _____.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____

Title: _____

CUSTOMER

By: _____

Title: _____

FORM OF SERVICE AGREEMENT
FOR ELECTRONIC BULLETIN BOARD

EXHIBIT "A"

TO

_____, _____

FORM OF SERVICE AGREEMENT
FOR ELECTRONIC BULLETIN BOARD

BETWEEN

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

AND

_____

AUTHORIZED EMPLOYEE NAMES TELEPHONE NUMBERS

Effective Date of this Exhibit A:_____

Effective Date: 07/10/2009 Status: Effective
FERC Docket: RP09-758-000

Second Revised Sheet No. 500 Second Revised Sheet No. 500
Superseding: Sheet Nos. 500 Through 514

NOTICE OF CANCELLATION
OF
SHEET NOS. 500 THROUGH 514

The following tariff sheets have been superseded:

First Revised Sheet No. 500
Original Sheet No. 501
Original Sheet No. 502
Original Sheet No. 503
Original Sheet No. 504
Original Sheet No. 505
Original Sheet No. 506
Original Sheet No. 507
Original Sheet No. 508
First Revised Sheet No. 509
Second Revised Sheet No. 510
Original Sheet No. 511
Original Sheet No. 512
Original Sheet No. 513
Original Sheet No. 514

FORM OF
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

1.2 Third Party Services Providers.

1.2.1. Documents will be transmitted electronically to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days written notice.

1.2.2. Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Appendix. Unless otherwise stated in the Appendix, the sending party shall pay all costs to get its data to the receiving party's Receipt Computer and the receiving party shall pay all costs to retrieve the data.

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents. Any special data retention requirements shall be set forth in the Appendix.

1.4 Security Procedures. Each party shall properly use those securities procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.

1.5 Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained where required, in the Document transmitted by such party ("Signature Code(s)"). Such Signature Code(s) shall be specified in the Appendix. In such cases where a Signature Code(s) is required for one or more Transaction Set(s), the requirement shall be specified in the Appendix applicable to such Transaction Set(s). Each party agrees that the Signature Code(s) of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document(s). Neither party shall disclose to any unauthorized person the Signature Code(s) of the other party.

FORM OF
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Section 2. Transmission.

2.1 Proper Receipt. "Proper Receipt" means Documents and Transactions are accessible in proper form to the receiving Party at such Party's Receipt Computer designated in the Appendix. Proper Receipt of a Document or Transaction shall not mean such Document or Transaction is valid, or accepted. No document or Transaction shall give rise to any obligation under this Agreement unless Properly Received. Where the Parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Appendix as the receiving Party's electronic mailbox provided by the receiving Party's Provider.

2.2 Verification.

2.2.1. Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise specified in the Appendix.

2.2.2. For the purposes of this Agreement, a "functional acknowledgment" means an ASC X .12 Transaction Set 997, which confirms a Document (in the format specified by such acknowledgment) has been received and whether all required portions of the Document are syntactically correct, but which does not confirm the substantive content(s) of the related Document.

2.2.3. By mutual agreement, the parties may designate in the Appendix a "response document" Transaction Set as a substitute for or in additional to an ASC X .12 Transaction Set 997. A "response document" confirms that a Document (in the format specified by such acknowledgment) has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document. If the parties designate a response document as a substitute for a functional acknowledgment, the time requirements in the Appendix applicable to functional acknowledgments shall apply to such response documents.

FORM OF
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

2.2.4 A functional acknowledgment, or a response document that has been designated in the Appendix as a substitute for a functional acknowledgment shall constitute conclusive evidence a Document has been properly received.

2.2.5. Except as to conditions governed under Section 2.4, in the event the receiving party fails to promptly and properly transmit a functional acknowledgment or response document in return for a properly received Document, where required, the originating party's records of the contents of the Document shall control.

2.3 Acceptance. If acceptance of a Document is required by the Appendix, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix).

2.4 Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice and where a functional acknowledgment or response document has resulted, the originating party's records of the contents of such Document shall control.

2.5 Retransmissions. If the originating party of a Document has not properly received a corresponding functional acknowledgment or response document within the Retransmission Time frame indicated in the Appendix, the originating party shall retransmit the document.

FORM OF
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Section 3. Transaction Terms.

3.1 Terms and Conditions. This Agreement is to be considered part of any other written agreement referencing it or referenced in the Appendix. In the absence of any other written agreement applicable to any Transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to the terms and conditions included on each party's standard printed applicable forms attached to or identified in the Appendix [as the same may be amended from time to time by either party upon written notice to the other]. The parties acknowledge that the terms and conditions set forth on such forms may be inconsistent, or in conflict, but agree that any conflict or dispute that arises between the parties in connection with any such Transaction will be resolved as if such Transaction had been effected through the use of such forms.

If this Agreement conflicts in any way with Southern Star Central Gas Pipeline, Inc.'s Tariff, the Tariff shall govern.

The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction. Notwithstanding the foregoing and Section 4.1 of this Agreement, if any party determines that this Agreement is in conflict with either that party's existing tariff or an obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which terms of this Agreement are affected, and the reasons therefor, and may provide notice of termination of this Agreement as provided in Section 4.7, effective immediately upon receipt of such notice by the other party to this Agreement.

3.2 Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Sections 1.4 and 1.5, by written agreement between the parties, or by applicable law.

FORM OF
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

3.3 Validity; Enforceability.

3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

3.3.2. Any Document properly transmitted and properly received pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is affixed, a Signature Code ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.3.3. The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted and properly received pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement, any Transaction and any other written agreement described in Section 3.1.

3.3.4. The parties agree not to contest the validity of enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

FORM OF
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

Section 4. Miscellaneous

4.1 Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.2 Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Appendix constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreements shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Kentucky, excluding any conflict-of-law rules and principles of that state which would result in reference to the laws or law rules of another jurisdiction.

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4.5 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.6 Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from this Agreement shall be set forth in the Appendix.

4.7 Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Appendix to the addressee party at such party's address as set forth in the Appendix. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five (5) days prior written notice of such new address in accordance with the preceding provisions.

4.8 Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

4.9 Waivers. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

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4.10 Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute but one and the same instrument.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Company Name: _____

Name: _____
By: _____
Title: _____

Company Name: _____

Name: _____
By: _____
Title: _____

APPENDIX
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATE: _____
TO BE EFFECTIVE: _____ (DATE)

Company Name: Southern Star Central Gas Pipeline, Inc.
P.O. Box 20010

Street Address: 4700 Highway 56
City: Owensboro
State/Province/Commonwealth: KY
Zip/Postal Code: 42301
Attention (Name/Title): _____
Contact Phone: _____ Fax: _____
Other Notice Method
and Address: _____
_____

EDI Trading Partner

Company Name: _____
_____

Street Address: _____
City: _____ State/Province/Commonwealth: _____
Zip/Postal Code: _____
Attention (Name/Title): _____
Contact Phone: _____ Fax: _____
Other Notice Method
and Address: _____
_____

Allocation of Costs:

Sender: Pays all costs to get its data to the receiving party's receipt computer.
Receiver: Pays all costs to retrieve the data.

APPENDIX
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATE: _____
TO BE EFFECTIVE: _____ (DATE)

Receipt Computer/Designated Site Information*

Company Name: Southern Star Central Gas Pipeline, Inc.

Primary Receipt Computer/
Designated Site URL: HTTP://EDI.SSCGP.COM/CGI-BIN/ICSCGI.EXE
Test Receipt Computer/
Designated Site URL: HTTP://EDI.SSCGP.COM/CGI-BIN/ICSCGI.EXE
ISA Qualifier: _____ ISA Id: _____

PGP Public Key Contact: System Security Administrator

PGP Contact Phone: (270) 852-4376 Fax: (270) 852-5016

EDI Trading Partner

Company Name: _____

Primary Receipt Computer/
Designated Site URL: _____
Test Receipt Computer/
Designated Site URL: _____
ISA Qualifier: _____ ISA Id: _____

PGP Public Key Contact: _____
PGP Contact Phone: _____ Fax: _____

* This section may be the Appendix or in each Exhibit, but must be in one or the other place.

APPENDIX
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

LIST OF EXHIBITS

EXHIBIT NUMBER	TRANSACTION SET NUMBER	TRANSACTION SET IDENTIFIER	DOCUMENT NAME	DATE EXHIBIT ENTERED INTO

All Exhibits attached hereto are to be considered attached to the Appendix and made a part thereof. Where there are any provisions specified both in the Exhibit(s) and in the Appendix, those contained in the Exhibit(s) govern.

The undersigned do hereby execute this Appendix, which Appendix is attached to and made a part of the above referenced Trading Partner Agreement. By execution below, the parties hereby ratify said Agreement set forth in this Appendix and the attached Exhibit(s).

Company Name: _____ Company Name: _____
By: _____ By: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____

EXHIBIT _____
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATE: _____
TO BE EFFECTIVE: _____ (DATE)
COVERING TRANSACTION SET IDENTIFIER: _____

1. DOCUMENT SPECIFIC OPERATING INFORMATION:

(This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document.)

Natural Gas Descriptive Name: _____
ANSI X12 Version/Release Number: _____

ROW NUMBER	ITEMS	ORIGINATING PARTY	RECEIVING PARTY
1	Company Name		
2	EDI Communication Phone Number		
3	Third Party Service Provider Name		
4	Primary EDI Receipt Computer/Designated Site URL		
	Backup EDI Receipt Computer/Designated Site URL		
5	ISA Qualifier		
6	ISA ID Code		
7	GS ID Code		
8	997 Functional Acknowledgment Document (FA) (Y/N)	N/A	
9	FA Return Time Frame	N/A	
10	Response Document (RSP) Number/Name	N/A	
11	Functional Acknowledgment of Response	N/A	
12	RSP Return Time Frame	N/A	
13	Acceptance Document (ACPT)	N/A	
14	Functional Acknowledgment of Acceptance		N/A
15	ACPT Return Time Frame	N/A	
16	Retransmit Time Frame (Original Document)		N/A
17	Send/Receive Common Point Codes (DRN No.) - Yes/No		
18	Send/Receive Common Business Entity Codes (Duns No.) - Yes/No		
19	Signature Code		

EXHIBIT _____
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATE: _____
TO BE EFFECTIVE: _____ (DATE)
COVERING TRANSACTION SET IDENTIFIER: _____

2. STANDARDS: Specify all applicable standards and the issuing organization.

_____
_____

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards for the transaction contained in this Exhibit.

3. INDUSTRY GUIDELINES: Specify all applicable published industry guidelines.

_____
_____

The mutually agreed provisions of this Exhibit shall control in the event of any conflict with any listed industry guidelines.

4. SECURITY PROCEDURES: (Define security procedures, including but not limited to encryption and authentication, if any.)

_____
_____

5. TERMS AND CONDITIONS: (If no special terms and conditions have been agreed upon, enter "None".)

_____
_____

6. DATA RETENTION: (If no special data retention procedures have been agreed upon, enter "None".)

_____
_____

7. REFERENCED AGREEMENTS: (As required by Section 3.1 of the referenced Agreement. Parties to place a list of type(s) of agreements, as well as language which provides for the incorporation into this Exhibit of all agreements of specified type(s) which are executed subsequent to ratification of this Exhibit.)

_____
_____
_____
_____

EXHIBIT _____
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT
DATE: _____
TO BE EFFECTIVE: _____ (DATE)
COVERING TRANSACTION SET IDENTIFIER: _____

8. LIMITATION ON DIRECT DAMAGES: (If no limitation has been agreed upon, enter "None".)
_____
_____

9. CONFIDENTIAL INFORMATION: (See Section 3.2. If no limitation has been agreed upon, enter "None".)
_____
_____

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

Company Name:	_____	Company Name:	_____
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____