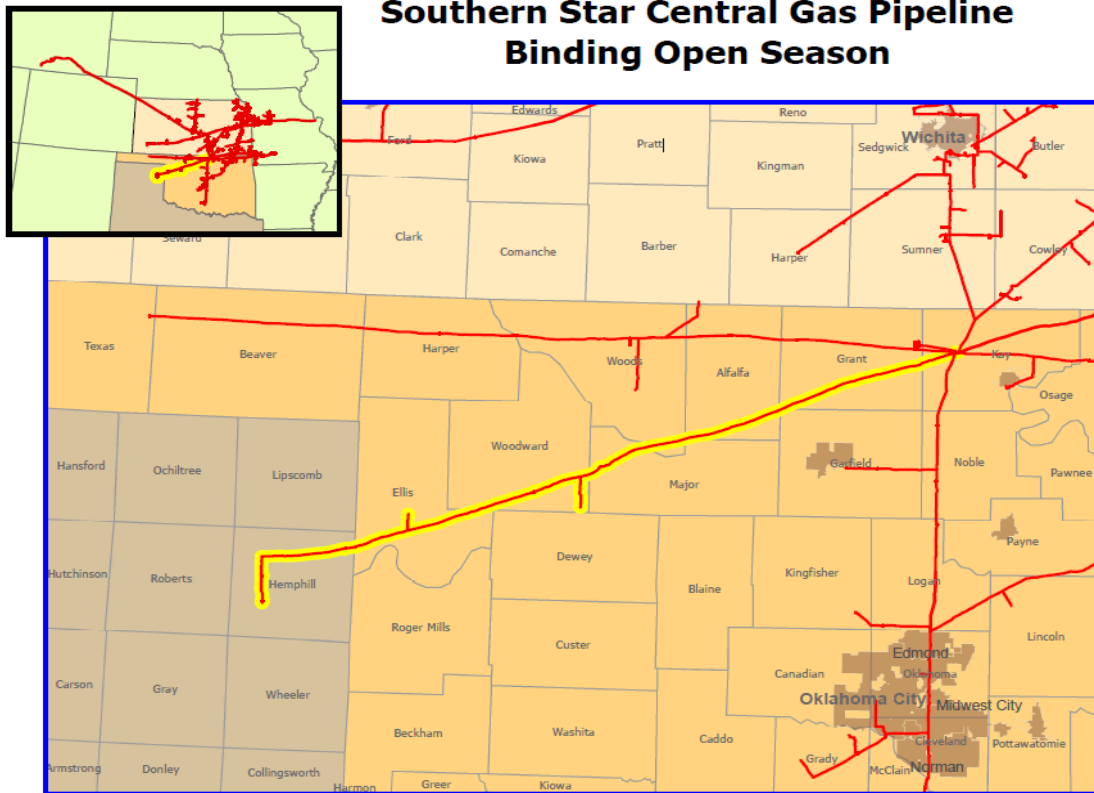


**SOUTHERN STAR CENTRAL GAS PIPELINE
“CANADIAN BLACKWELL EXPANSION”
BINDING OPEN SEASON
NOVEMBER 10th, 2011**



**ADDITIONAL FIRM TRANSPORTATION CAPACITY
ORIGINATING IN WESTERN OKLAHOMA & TEXAS PANHANDLE**

Southern Star Central Gas Pipeline, Inc. (Southern Star) is pleased to announce the commencement of its Binding Open Season for additional firm transportation capacity originating in western Oklahoma and the Texas Panhandle. The Canadian-Blackwell Expansion will involve expanding the capacity of Southern Star’s system beginning in Hemphill County, Texas and Ellis County, Oklahoma along the Canadian Blackwell Line (Line Segment 458) extending east to its Blackwell Compressor Station, located in Kay County, Oklahoma. This proposed expansion will serve the growing western Oklahoma production corridor including the Granite Wash, Cleveland/Tonkawa, and Mississippian areas with deliveries to markets in Oklahoma, Kansas, and Missouri as well as access to interconnects with other intrastate and interstate pipelines.

The Primary Receipt Points will be any new or existing points located along line Segment 458, highlighted on the map above. The Primary Delivery Point is the Production Market Interface (PMI) or other secondary production area delivery points including interconnects with off system pipelines NGPL, CIG, ANR, Questar, Kinder Morgan, Transwestern, PSCO, OGT, or other potential new production area interconnects.

Length of Open Season

The Open Season commences at 8:00 AM, Central Standard Time (CST), November 10th, 2011. To submit a binding bid during this Open Season, parties should complete and execute the attached Binding Precedent Agreement and return it to Southern Star no later than 5:00 PM, Central Standard Time (CST) December 1st, 2011. Binding Precedent Agreements executed by bidders in response to this Open Season shall be binding upon execution by Southern Star. Additionally, to the extent parties have not already established a sufficient level of credit with Southern Star for its binding bid, sufficient credit must be established as set forth in Section 8.5 of the General Terms and Conditions (GT&C) in Southern Star's FERC Gas Tariff, Volume No. 1 (Tariff). Interested parties should submit the attached Binding Precedent Agreement by email (Jim.M.Neukam@sscgp.com) or fax it to (270) 852-5015. Parties will be required to submit a \$10,000 earnest money payment when submitting a Binding Precedent Agreement per Section 8.1 of the GT&C in the Tariff to be a valid bid. The earnest money payment may be sent via overnight mail to Southern Star at 4700 Highway 56, Owensboro, KY 42301, attention Jim Neukam, or by wire transfer to the following address:

Wiring Instructions for Earnest Money Payment:

To the Order of:	Southern Star Central Gas Pipeline
Bank to Credit:	JPMorgan Chase Bank, N.A.
Bank Location:	Louisville, KY 40202
ABA#	021000021
Account #	637008871

Project Description

Southern Star is considering expanding the capacity of the Southern Star system beginning in Hemphill County, Texas and Ellis County, Oklahoma along the Canadian Blackwell Line (Line Segment 458) extending east to its Blackwell Compressor Station, located in Kay County, Oklahoma to meet incremental demand from potential or existing shippers. The expected maximum incremental capacity of the expansion is 236,000 Dth/d. The project is scalable and can be done in three phases if the shippers prefer staged in-service dates. The expected capacities of the three phases are: Phase 1 of 83,000 Dth/d, Phase 2 of an incremental 76,500 Dth/d, and Phase 3 of an incremental 76,500 Dth/d. Southern Star will verify the maximum capacity of this proposed expansion after evaluating the response to this Open Season. The binding bid(s) received during this Open Season will assist Southern Star in determining whether to pursue the proposed expansion and in defining the final parameters of such expansion. If it decides to pursue the expansion after evaluating the binding bids, Southern Star, subject to receipt of any necessary and acceptable FERC approval, will install the necessary facilities to serve all or a portion of the requested capacity. Southern Star anticipates service to begin November 1, 2013 for any initial phase up to the full amount of expansion capacity. If the project is developed in staged phases, later in-service options could be available.

Submission of Binding Bids

To respond to this Open Season, shippers should submit a Binding Precedent Agreement, a *pro forma* copy of which is attached as Attachment A to this Notice. The binding bid should contain the desired contract term (10 year minimum required), in-service date, the maximum daily transportation quantity ("MDTQ"), desired delivery points, and any conditions. The Primary Receipt Point will be limited to any new or existing points

located along line Segment 458, highlighted on the map above. The Primary Delivery Points must be the Production Market Interface (PMI) or other Delivery Points on Line Segment 458. Shippers would request firm capacity in Southern Star's Production Area ("FTS-P") with this expansion.

Shippers may select either a cost-of-service based recourse rate or a negotiated rate for firm transportation service on the expansion project. If a recourse rate is selected, shippers will pay the maximum Tariff FTS-P reservation and commodity rates, Production Area Fuel, ACA and any other FERC authorized surcharges, for services on the expansion project. The current FTS-P reservation rate is \$0.1905 per Dth per day. If Southern Star decides to pursue the expansion after securing commitments from creditworthy shippers pursuant to a Binding Open Season, the required applications will be filed with FERC in a timely manner and Southern Star will pursue rolled in rate treatment with the recourse transportation rate equal to the maximum FTS-P reservation and commodity rates and the fuel rate equal to the Production Area fuel rate, both of which will be subject to FERC approval.

If a negotiated rate is selected, shippers' negotiated rate will be elected on the Service Request Form (attached as Exhibit I to the Binding Precedent Agreement) and if shippers bid is accepted will be reflected in a Negotiated Rate Agreement, (a pro forma of which is attached as Exhibit III to the Binding Precedent Agreement). If a negotiated rate is selected, shippers will pay the negotiated rate, Production Area Fuel, ACA and any other FERC authorized surcharges.

Southern Star anticipates the cost of service recourse reservation rate will be approximately \$.1905 Dth/d; therefore, Southern Star reserves the right to reject any bids for transportation service at a reservation rate less than \$0.1905 Dth/d (current max FTS-P reservation rate).

Southern Star will deem all bids submitted for a term of ten (10) years or more to be "Conforming Bids". Bids incorporating less than the 10 year term will be deemed "non-conforming bids". Southern Star reserves the right to reject bids that contain rates that do not meet its financial objectives. Southern Star reserves the right to reject any non-conforming bids, but may conduct negotiations for binding commitments with bidders that have submitted non-conforming bids or bids that do not meet its financial project objectives if the bid is acceptable as a starting point for negotiations at Southern Star's sole discretion. This process will be conducted in a non-discriminatory manner.

Southern Star previously held a non-binding open season for this Project from September 13th through October 13th, 2011.

Existing Firm Capacity Holders-Permanent Release

Current Southern Star FTS-P Shippers who have capacity with an expiration date beyond November 1, 2013 on Southern Star's pipeline system in the applicable area identified above along Line Segment 458 may notify Southern Star if they have an interest in permanently releasing capacity on this line segment in a binding notification prior to the expiration of this Open Season. Those that wish to permanently release their capacity should notify Southern Star using the form set forth in Attachment B to this Notice. The binding notification should contain the FTS-P transportation agreement number, the volume, the receipt and delivery points and any other conditions that would be necessary to effectuate a permanent release of the capacity to allow Southern Star to determine the need for, and feasibility of, any proposed expansion. Any existing FTS-P Shipper submitting a binding notification offering to permanently release its capacity is a binding offer to release and will, if accepted by Southern Star, obligate the FTS-P Shipper to sign and submit a binding release agreement as

provided. The effective date for the permanent release will be the actual date that transportation service under this expansion begins. The released term will be the balance of the term of the releasing shipper's existing agreement up to the term of the expansion shippers' agreements.

Binding Bids and Awarding of Capacity

All bidders recognize that their bids are binding as provided in the Binding Precedent Agreement, a *pro forma* copy of which is attached as Attachment A to this Notice. Southern Star will award capacity to bidders based upon a bid's net present value using a discount rate equal to the interest rate applicable to pipeline refunds pursuant to Section 154.501 of Commission's regulations. Southern Star encourages bidders to submit bids with the cost-of-service based recourse rate and the longest term possible to secure a high priority in the bid evaluation process. If there is a tie among bids in the net present value determination, capacity will be pro rated among the tying bids. If a bidder is unwilling to accept a partial award, then it must so indicate as part of its binding bid.

Decision on Additional Firm Transportation Capacity and Proposed Expansion

Southern Star specifically reserves the right to decline to pursue any expansion project regardless of the terms of the binding bids it receives. Southern Star will evaluate all binding bids received in response to this Open Season to determine whether demand economically justifies any proposed expansion. Southern Star will notify bidding shippers as soon as possible regarding any decision made with respect to the additional firm transportation capacity and proposed expansion.

If Southern Star decides to pursue the expansion after securing commitments from creditworthy shippers Southern Star, subject to receipt of acceptable FERC approval, will install the necessary facilities to provide the authorized FTS-P transportation services. Southern Star anticipates service to begin November 1, 2013. Consideration will be given to phased service levels or later in-service dates.

Contacts

Southern Star appreciates your interest in Canadian Blackwell Expansion Project. Please feel free to contact any of the contacts provided below if you have any questions or would like to further discuss this Open Season.

Philip Rullman, VP & Chief Commercial Services Officer	(270) 852-4440
Jim Neukam, Director, Business Development & Strategic Planning	(270) 852-4665
Pat Coomes, Manager, Strategic Planning	(270) 852-4552
Debbie Hendrix, Manager, Customer Services	(270) 852-4571
Edie Murdoch, Business Development Representative	(270) 852-4557

BINDING PRECEDENT AGREEMENT

Please return this Precedent Agreement and the Earnest Money Payment by 5:00 p.m. CST on December 1st, 2011

This PRECEDENT AGREEMENT, dated as of this ____ day of _____, 2011, is by and between Southern Star Central Gas Pipeline, Inc., a Delaware corporation, hereinafter referred to as “Southern Star,” and _____, hereinafter referred to as “Shipper.”

WHEREAS, Shipper currently transports gas or desires to transport gas on line segment 458 for delivery to the PMI; and

WHEREAS, Southern Star desires to provide service to Shipper via expansion of its pipeline system pursuant to the terms and conditions of this Precedent Agreement, of a related Firm Transportation Agreement (“FTS Agreement”), of its FERC Gas Tariff and of its FTS Rate Schedule on file with the Federal Energy Regulatory Commission (“FERC”); and

WHEREAS, Southern Star’s ability to furnish the transportation capacity desired by shipper is based upon the completion of an Open Season for the “Canadian Blackwell Expansion Project” in which Shipper is a bidder and Southern Star has received sufficient interest in additional firm transportation capacity, to economically justify the installation of the necessary facilities and upon Southern Star receiving any necessary regulatory authorization to expand its pipeline system and construct and operate the necessary facilities (including the installation by Southern Star of a new, or modification of an existing, delivery point meter facility capable of delivering gas up to the MDTQ for which Shipper subscribes) to provide the services requested by Shipper herein, under terms and conditions satisfactory to Southern Star; and

WHEREAS, prior to filing any certificate applications with FERC needed to begin the development and construction of facilities required for firm transportation capacity, Southern Star requires a firm and binding Precedent Agreement from Shipper; and

WHEREAS, Southern Star and Shipper have agreed upon the firm transportation of natural gas as more fully described in this Precedent Agreement and in the transportation Service Request Form attached as “Exhibit I”, subject to the fulfillment of the conditions set forth therein and in this Precedent Agreement; and

WHEREAS, Shipper is willing at this time to commit to purchase firm transportation services on terms and conditions set forth in this Precedent Agreement, in the FTS Agreement to be executed subsequently as provided below, in Southern Star’s FERC Gas Tariff and in Southern Star’s Rate Schedule FTS;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound under this Precedent Agreement, Southern Star and Shipper hereby agree as follows:

1. Open Season, Certificate Application, Acquisition of Other Rights, and Earnest Money.

- (a) Southern Star has completed, prior to the execution of this Precedent Agreement a binding Open Season for capacity on its pipeline system and to Delivery Points on Line Segment 458 (“Canadian Blackwell Expansion Project”). This Precedent Agreement shall be considered Shipper’s bid for capacity for the Canadian Blackwell Expansion Project Open Season.
 - (b) Southern Star will file any required applications with the Federal Energy Regulatory Commission (“FERC”) for the necessary facilities subject to the Conditions Precedent in sections 2(c), 2(d) and 2(f) below. Southern Star shall proceed with any such filings in a timely manner and shall proceed with reasonable diligence to obtain governmental and other regulatory authorizations, contract rights, and property rights as may be required for the construction and operation of any facilities required to provide firm transportation service to Delivery Points on Line Segment 458 as contemplated herein; provided that Southern Star reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto, and, if necessary, any court review, in such manner as to accomplish the objectives of this Precedent Agreement. As set forth in Section 2, all necessary regulatory approvals must be received in a form deemed acceptable to Southern Star.
 - (c) Shipper agrees to support and cooperate actively with Southern Star to obtain all authorizations necessary for Southern Star to render the transportation services contemplated herein.
 - (d) Commensurate with execution of this Precedent Agreement, Shipper will pay to Southern Star \$10,000 as earnest money for the FTS Agreement contemplated in Paragraph 4, as required by Southern Star’s FERC Gas Tariff.
2. Conditions Precedent. Performance by Southern Star and Shipper of the duties and obligations assumed by each in this Precedent Agreement is expressly subject to the following conditions precedent:
- (a) Shipper being a successful bidder in Southern Star’s Open Season for the transportation capacity as defined in this Precedent Agreement.
 - (b) Shipper shall meet and maintain Southern Star’s Creditworthiness Conditions as set forth in Section 8.5 of the General Terms and Conditions in Southern Star’s FERC Gas Tariff.
 - (c) The issuance, in form and substance satisfactory to Southern Star, in its sole discretion, of all necessary certificates and other authorizations from FERC;
 - (d) The issuance, in form and substance satisfactory to Southern Star, in its sole discretion, and acceptance of such other certificates, exemptions, permits, or other authorizations as may be materially necessary for the performance of the transactions herein contemplated or for any other transactions necessary for the performance of those herein contemplated.
 - (e) The receipt of Southern Star’s Board of Directors’ approval for this project.
 - (f) Receipt by Southern Star of sufficient market response during the Binding Open Season

to move forward with the project as economic, in its sole discretion.

3. Early Termination. Southern Star shall have the right to terminate this Precedent Agreement by giving thirty (30) days written notice to the Shipper within thirty (30) days of the failure of any of the conditions precedent set forth in Section 2 of this Precedent Agreement.
4. FTS Services and Rates. Within fifteen (15) days after fulfillment of the conditions precedent set forth in Paragraph 2, and as provided herein, Southern Star and Shipper will duly enter into an FTS-P Agreement substantially in the form of the *pro forma* FTS-P Agreement in Southern Star's FERC Gas Tariff, a current copy of which is attached hereto as Exhibit II and if applicable, a Negotiated Rate Agreement substantially in the form of Exhibit III attached hereto. The agreements shall have the following terms:
 - (a) Capacity - As set forth in "Exhibit I" attached hereto and made a part hereof.
 - (b) Receipt and Delivery Points – As set forth in "Exhibit I" attached hereto and made a part hereof.
 - (c) Rate - As set forth in "Exhibit I" attached hereto and made part of hereof.
 - (d) Term & In-service – As per "Exhibit I" attached hereto and made a part hereof, or the date the Facilities are completed and ready for service.
 - (e) Fuel Charges – Shipper will pay fuel and loss charges as outlined in Southern Star's FERC Gas Tariff as such charges shall change from time to time.
 - (f) Authorized Overrun Service – Authorized overrun service will be provided per the terms, conditions and rates set forth in Southern Star's FERC Gas Tariff and Rate Schedule FTS. The authorized overrun rate will be Southern Star's Maximum FERC Gas Tariff Rate as such rate shall change from time to time.
5. Construction.
 - (a) Upon (1) execution of the FTS-P Agreement as set forth in Paragraph 4 of this Precedent Agreement; (2) the performance of all conditions precedent as set forth in Paragraph 2, (3) Southern Star' creditworthiness standards being met, and (4) the satisfaction of any other conditions in Southern Star's FERC Gas Tariff, Southern Star shall proceed with reasonable diligence with the construction of authorized facilities using a target date for the commencement of transportation services for Shipper on or about November 1, 2013.
 - (b) If, after proceeding with reasonable diligence to obtain necessary materials and to construct the necessary facilities, Southern Star is unable to complete such construction and place such facilities in operation by the aforementioned date, Southern Star shall continue to proceed with reasonable diligence to complete such construction, place such facilities in operation, and commence firm transportation services for Shipper at the earliest practicable date thereafter. Southern Star shall not be liable, nor shall this Precedent Agreement or the FTS-P Agreement be subject to cancellation, if, despite its exercise of reasonable diligence, Southern Star is unable to complete the construction of

such facilities and commence the transportation services contemplated hereunder by November 1, 2013, provided, however, Shipper will not be liable for any payment due under the FTS-P Agreements nor will any of the FTS-P Agreements commence until construction of facilities to a proposed delivery point is complete and service is available.

6. Subject to Valid Laws, Order, Etc.
 - (a) This Precedent Agreement is subject to any and all valid laws, orders, rules, and regulations of governmental authorities having jurisdiction and to any and all other approvals. This Precedent Agreement is further subject to modifications, including terminations, as FERC may require; provided, however, that the FTS-P Agreements are not subject to any regulatory decision affecting payments due. If any authority denies recovery or pass-through of Shipper's obligations under the FTS-P Agreements or rules adversely to Shipper, Shipper's obligations to make all payments to Southern Star will nevertheless remain unaltered and in full force.
 - (b) The FTS-P Agreement is expressly subject to all tariff filings made by Southern Star and approval by the appropriate regulatory authorities.
7. Amendment. Any modification of or amendment to this Precedent Agreement must be in writing and signed by both parties.
8. Assignment. Shipper shall not assign this Precedent Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of Southern Star; such consent shall not be unreasonably withheld. This Precedent Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns to the parties.
9. Recitals. The recitals and representations appearing first above are hereby incorporated in and made a part of this Precedent Agreement.
10. Governing Law. The interpretation and performance of this Precedent Agreement shall be in accordance with the laws of the state of Kentucky without regard to its conflicts of law principles.
11. FERC Gas Tariff. This Precedent Agreement will be subject to Southern Star's FERC Gas Tariff; as such tariff may change from time to time.
12. Notices. Except as herein otherwise provided, any notice, request, or demand provided for in this Precedent Agreement, or any notice that either Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered or certified mail to the address below and when transmitted via fax if the Party providing notice confirms receipt of such fax via telephone.

Southern Star: Southern Star Central Gas Pipeline, Inc.

4700 Highway 56
Owensboro, Kentucky 42301

Fax: (270) 852-4440
Telephone: (270) 852-5015

Attention: Chief Commercial Services Officer

Shipper: _____

Street: _____

Fax: _____

Telephone: _____

Attention: _____

Either party may change the address for notice by providing formal written notice to the other Party.

13. Entire Agreement - This Precedent Agreement contains the entire agreement between the parties and, except as stated herein; there are no oral promises, agreements, or warranties affecting it.
14. Headings - The headings contained in this Precedent Agreement are for reference purposes only and shall not affect the meaning of interpretation of this Precedent Agreement.
15. Termination - Unless terminated sooner by Southern Star as provided herein, this Precedent Agreement shall terminate upon the commencement of the transportation services contemplated hereunder. If this Precedent Agreement is terminated for any reason or by any means other than Southern Star's election to terminate due to failure of conditions precedent prior to the effective date of the Transportation Agreement, Shipper shall be responsible for its pro-rata share of Southern Star's project costs
16. Enforcement - The failure of either party to give notice of default or to enforce any terms or conditions of this Precedent Agreement shall not constitute the permanent waiver of any term or condition of this Precedent Agreement.
17. Force Majeure – In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Precedent Agreement, the obligations (other than to pay money) of such party, 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 be remedied with all reasonable dispatch. It is agreed that such party shall give notice and full particulars of such Force Majeure in writing or by fax to the other party as soon as reasonably possible after the occurrence of the cause relied on.

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

restraints of government and people, civil disturbances, explosions, breakage or accidents to wells, machinery or lines of pipe, the necessity for making repairs or alterations to wells, equipment or lines of pipe, freezing of wells or lines of pipe, or any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of reasonable diligence, such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party experiencing the strike or lockout.

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be executed by their proper officer's thereunto duly authorized as of the day and year first above written.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____

Its: _____

SHIPPER: _____

By: _____

Its: _____

Exhibit I
SERVICE REQUEST FORM

Please return this Agreement and the Earnest Money Payment by 5:00 p.m. CST on December 1st, 2011

A. Shipper Information

Complete legal name of Shipper: _____

Address of Shipper: _____

B. Requested Maximum Daily Transportation Quantity (MDTQ) (Dth/d): _____

C. Requested Term (years): _____ (from actual in-service date – 10 yr. Min.)

Proposed in-service date is November 1, 2013 or _____

D. Rate: Option Selection:

(i) Recourse Rate Option- YES_____ NO_____
Southern Star's Maximum Applicable FTS-P Rates for service on the expansion project.

(ii) Negotiated Rate Option- YES_____NO_____
Negotiated Rate as reflected in "Exhibit III" hereto binding negotiated rate agreement executed by shipper.

Exhibit I

E. Indicate requested Maximum Daily Quantities (MDQ) of Primary Receipt/Delivery Points

Primary Receipt Point

Receipt Point Name	Receipt Point Number	MDQ ²
Total Receipt MDTQ ³		

Primary Delivery Points¹

Delivery Point Name	Delivery Point Number	MDQ ²
PMI	999000	
Total Delivery MDTQ ³		

New Delivery Point: For any new delivery point to be constructed, please provide the legal description for such point.

¹Please refer to Southern Star's Master Delivery Point List for point names and numbers.

²Net of fuel per Southern Star's FERC Gas Tariff. Point MDQ's must equal the total MDTQ.

³Total Receipt Point MDTQ must equal Total Delivery Point MDTQ as well as Production Area MDTQ requested on page 1 of Attachment A, Exhibit I.

Exhibit I

F. Partial Award of Capacity:

Please indicate whether Shipper is willing to accept a partial award of capacity in the event there is a tie and 100% of your bid cannot be awarded.

Yes _____ No _____

Shipper understands that this request form, complete and unrevised as to format, must be received by Southern Star Central Gas Pipeline before the transportation request will be accepted and processed.

Shipper, by its signature, represents to Southern Star Central Gas Pipeline that the information above is correct and accurate

Signature

Name and Title

Telephone No. _____

Fax No. _____

E-Mail Address _____

Exhibit II

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.

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).

Exhibit II

SECTION III RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper shall pay Southern Star each month for all service rendered hereunder the then effective, applicable rates and charges under Southern Star's Rate Schedule FTS, as such rates and charges and Rate Schedule FTS may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder. Shipper agrees that Southern Star shall have the unilateral right from time to time to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions incorporated by reference in such rate schedule(s); provided, however, Shipper shall have the right to protest any such changes.
- 3.2 This Agreement in all respects is subject to the provisions of Rate Schedule FTS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule FTS, all of which are by reference made a part hereof.

SECTION IV TERM

- 4.1 This Agreement shall become effective _____ 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.

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:

Exhibit II

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.

**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.

Exhibit II

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 _____

Exhibit A

**FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS**

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) _____

**SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.**

By _____

By _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

*The sum of the Primary Receipt Point MDQ's must add to the MDTQ.

Exhibit B

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

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)
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
Total:	_____	_____	_____	_____	_____	_____	_____

(Shipper) _____

**SOUTHERN STAR CENTRAL GAS
PIPELINE, INC.**

By _____

By _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

*The sum of the Primary Delivery Point MDQ's must add up to the MDTQ.

MDP Detail by Meter:

Location	Meter	MDP(PSIG)
_____	_____	_____
_____	_____	_____
_____	_____	_____



Exhibit III
Pro Forma Negotiated Rate Agreement

November XX, 2011

Shipper
Shipper Address
Shipper City, State ZIP

Re: Negotiated Rate Letter Agreement for FTS-P Service

Dear Shipper:

Southern Star Central Gas Pipeline, Inc. (Southern Star) held an open season in connection with the Canadian Blackwell Expansion Project. Shipper Company (Shipper) was a bidder in the Open Season and elected the negotiated rate option offered by Southern Star in the Open Season.

Southern Star and Shipper have agreed on negotiated firm transportation service rates for the time period listed below. This Negotiated Rate Letter Agreement shall be filed with the Federal Energy Regulatory Commission (“FERC”) and is subject to approval by the FERC.

Accordingly, Southern Star and Shipper agree as follows:

Contract No.: To be assigned, _____

Rate Schedule: FTS-P

Time Period: Ten years beginning on November 1, 2013 or as soon as the facilities are constructed and ready for service.

Maximum Daily Transportation Quantity (MDTQ): _____ Dth/d

Negotiated Daily Reservation Rate: Rate: _____

Commodity Rate and Other Rate Components: Subject to the other provisions hereof, all rate components under Southern Stars’ current FTS-P rate schedule for service on the Canadian Blackwell Expansion Project are applicable per Southern Star’s FERC Gas tariff including surcharges and fuel reimbursement, as such rates may change from time to time.

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



This Agreement shall be binding upon Southern Star's and Shipper's successors and assigns. If Shipper is agreeable to this negotiated rate, please sign and return this original Letter Agreement to Southern Star to indicate your acceptance of this negotiated rate.

Respectfully,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: _____

Name: Philip Rullman

Title: VP & Chief Commercial Services Officer

Date of Execution by Southern Star: _____

SHIPPER: _____

By: _____

Name: _____

Title: _____

Agreed to and accepted the ____ day of _____, 2011

Signature page to Negotiated Rate Agreement associated with FTS-P Agreement, Contract No. _____

Attachment B
Southern Star's Canadian Blackwell Expansion Project
November 10th, 2011 through December 1st, 2011 Open Season
Please return this Agreement by 5:00 p.m. CST on December 1st, 2011

BINDING NOTIFICATION
FTS SHIPPER'S OFFER TO PERMANENTLY RELEASE CAPACITY

A. FTS Shipper Name: _____

B. FTS-P Agreement Number: TA _____

C. Production Area MDTQ Reduction (Dth/d): _____

D. Indicate Reductions in Maximum Daily Quantities (MDQ) of Primary Receipt/Delivery Points below:

Primary Receipt Point Reductions¹

Receipt Point Name	Receipt Point Number	MDQ Reduction ²
Total Receipt Reductions MDTQ³		

Primary Delivery Point Reductions¹

Delivery Point Name	Delivery Point Number	MDQ Reductions ²
Total Delivery Reductions MDTQ³		

¹Please refer to Southern Star’s Master Receipt Point List and Master Delivery Point List for point names and numbers.

²Net of fuel per Southern Star’s FERC Gas Tariff. Point MDQ’s must equal the total MDTQ.

³Total Receipt Point MDTQ Reductions must equal Total Delivery Point MDTQ Reductions as well as area MDTQ Reduction requested on page 1 of Attachment B.

E. Other conditions: _____

By: _____

Print Name: _____

Title: _____

Phone: _____

Fax : _____

Email: _____

Address: _____
