



Trailblazer Pipeline Company LLC

February 1, 2024

Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

Re: Trailblazer Pipeline Company LLC
Negotiated Rate Agreement
Docket No. RP24-____-000

Dear Acting Secretary Reese:

Trailblazer Pipeline Company LLC ("Trailblazer") hereby submits for filing with the Federal Energy Regulatory Commission ("Commission" or "FERC") to become part of Trailblazer's FERC Gas Tariff, Sixth Revised Volume No. 1 ("Tariff") and First Revised Volume No. 2, the following revised tariff sections (the "Proposed Tariff Sections") with a requested effective date of February 1, 2024.

<u>Section Name</u>	<u>Section Version</u>
Sixth Revised Volume No. 1 Negotiated Rates	71.0.0
First Revised Volume No. 2 Table of Contents – Volume No. 2 Section 2.66 NRA NorthWestern K# 959709	57.0.0 2.0.0

Pursuant to Part 154 of the Commission's regulations,¹ the following items are included in this filing:

1. An eTariff XML filing package containing the Proposed Tariff Sections in electronic format;
2. A PDF file of the clean Proposed Tariff Sections for posting in the Commission's eLibrary;
3. A PDF file of the marked Proposed Tariff Sections for posting in the Commission's eLibrary; and
4. This transmittal letter.

¹ 18 CFR § 154 (2023).

Statement of the Nature, Reasons, and Basis for the Proposed Changes

Pursuant to 18 CFR § 154.601, Trailblazer is submitting this instant filing to implement a new negotiated rate transportation service agreement (“TSA”) between Trailblazer and:

NorthWestern Energy Public Service Corporation D/B/A NorthWestern Energy,
 (“NorthWestern”), Contract No. 959709

A copy of the TSA is attached hereto. The contract has an effective date of February 1, 2024. Pursuant to Section 33 of the General Terms and Conditions of its Tariff, Trailblazer has authority to negotiate rates in accordance with the Commission’s Policy Statement on the Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines (“Policy Statement”).² This policy requires either the filing of the negotiated rate agreement or a tariff section reflecting the essential elements of the negotiated rate agreement.

Accordingly, Trailblazer herein files one new TSA, together with the Proposed Tariff Sections, of which the tariff section labeled “Negotiated Rates,” Version No. 71.0.0 lists the subject agreement, including, *inter alia*, the shipper’s name, contract number, and contract terms, as well as a reference to this instant filing.

Trailblazer hereby affirms that the TSA identified above does not deviate in any material respect from the form of service agreement in the Tariff. Trailblazer is proposing that the tendered tariff records be accepted for filing and made effective on February 1, 2024, consistent with the effective date of the TSA.

Housekeeping Matters

As part of this filing, Trailblazer is also proposing in the Proposed Tariff Sections the following minor housekeeping change, with the same proposed effective date of February 1, 2024:

Sixth Revised Volume No. 1:

Negotiated Rates, Version No. 71.0.0

- Footnote No. 1: Add the appropriate docket number to the footnote.

Procedural Matters

Pursuant to 18 CFR § 154.207, Trailblazer respectfully requests waiver of the 30-day notice requirement, as necessary, so that the Proposed Tariff Sections submitted herewith may become effective on February 1, 2024, as requested. Approval of this requested waiver is in the public interest where no other shipper will be harmed and the needs of the consumers are met. The Commission, in its Policy Statement, stated that it

² *Policy Statement on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996), *order on clarification*, 74 FERC ¶ 61,194, *order on reh’g*, 75 FERC ¶ 61,024 (1996), *order modifying negotiated rate policy*, 104 FERC ¶ 61,134 (2003); *order on reh’g and clarification*, 114 FERC ¶ 61,042 (2006) (“Policy Statement”).

Debbie-Anne A. Reese, Acting Secretary

February 1, 2024

Page 3 of 4

would readily grant requests to waive the 30-day notice requirement of Section 154.207 of the Commission's regulations.³

Pursuant to the Commission's regulations, Trailblazer is submitting this filing via electronic filing. Trailblazer requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on February 1, 2024. If the Commission suspends the Proposed Tariff Sections, Trailblazer hereby moves to place the accepted Proposed Tariff Sections into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs Trailblazer to change any aspect of Trailblazer's proposal prior to these Proposed Tariff Sections becoming effective, Trailblazer reserves the right to file a later motion to place the Tariff Sections into effect.

In compliance with 18 CFR § 154.204(f), Trailblazer states that it has no other filings that may significantly affect the Proposed Tariff Sections tendered in this proceeding.

Trailblazer requests that all Commission orders and correspondence concerning this filing, as well as pleadings and correspondence by other parties, be served on each of the following:

L. Drew Cutright
Vice President, Regulatory Affairs
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
Telephone: 303-763-3438
drew.cutright@tallgrass.com

Janna Romaine Chesno
Assistant General Counsel
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
Telephone: 720-442-8862
janna.chesno@tallgrass.com

Pursuant to the Commission's regulations, this filing has been served upon all known interested parties, Trailblazer's customers, and affected state commissions.

Certification

The signature on this filing constitutes a certification that: (1) I have read the filing; (2) to the best of my knowledge and belief, the statements and information contained herein are true and correct; and (3) I possess full power and authority to sign this filing.

³ See Policy Statement, 74 FERC ¶ 61,076 at pp. 61,241-42; see also *Gulfstream Natural Gas System, L.L.C.*, 107 FERC ¶ 61,189, P 8 (2004).

Debbie-Anne A. Reese, Acting Secretary

February 1, 2024

Page 4 of 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Drew Cutright". The signature is stylized and cursive.

L. Drew Cutright

Vice President, Regulatory Affairs

Tallgrass Energy, LP

Authorized Representative of Trailblazer Pipeline Company LLC

Clean Tariff Records

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO GTC SECTION 35**

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Tenaska Marketing Ventures	FTS K# 935680	December 1, 2019 through March 31, 2027	12,869	5/	5/	5/	5/
Concord Energy LLC	FTS 947595	November 1, 2019 through December 31, 2026	82,780	5/	5/	5/	5/
United Energy Trading, LLC	FTS 948679	November 1, 2019 through February 28, 2029	1,102	4/	4/	4/	4/
United Energy Trading, LLC	FTS 928389	November 1, 2019 through December 31, 2027	2,573	5/	5/	5/	5/
United Energy Trading, LLC	FTS 948164	November 1, 2019 through December 31, 2027	5,951	5/	5/	5/	5/
Tallgrass Interstate Gas Transmission, LLC	FTS 901362	October 1, 2019 through December 31, 2037	5,000	18/	18/	18/	18/
Twin Eagle Resource Management, LLC	FTS 948646	November 1, 2019 through March 31, 2027	10,000	5/	5/	5/	5/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Macquarie Energy LLC	FTS 947961	October 1, 2019 through December 31, 2027	21,200	18/	18/	18/	18/
Anadarko Energy Services Company	FTS 934288	November 1, 2019 through March 31, 2027	36,396	7/	7/	7/	7/
Morgan Stanley Capital Group Inc.	FTS 949230	October 1, 2019 through December 31, 2027	5,600	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949234	October 1, 2019 through December 31, 2027	4,320	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949232	October 1, 2019 through December 31, 2027	21,200	18/	18/	18/	18/
Macquarie Energy LLC	FTS 950125	November 1, 2021 through March 31, 2026	30,000	14/	14/	14/	14/
CIMA ENERGY, LP	FTS 949746	November 1, 2019 through March 31, 2028	5,000	5/	5/	5/	5/
BP Energy Company	FTS 950447	November 1, 2018 through March 31, 2025	5,250	22/	22/	22/	22/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Koch Energy Services, LLC	FTS 950560	April 1, 2019 through March 31, 2024	9,111	17/	17/	17/	17/
Morgan Stanley Capital Group Inc.	FTS 950561	April 1, 2019 through March 31, 2024	22,778	17/	17/	17/	17/
CIMA ENERGY, LP	FTS 950562	April 1, 2019 through March 31, 2024	9,111	17/	17/	17/	17/
Northwestern Corp. D/B/A Northwestern Energy	FTS 950547	July 1, 2022 through March 31, 2029	13,000	8/	8/	8/	8/
Morgan Stanley Capital Group Inc.	FTS 950586	November 1, 2019 through June 30, 2024	50,000 20/	19/	19/	19/	19/
Mieco, Inc.	FTS 950587	November 1, 2019 through June 30, 2024	1,726 20/	19/	19/	19/	19/
Citadel Energy Marketing LLC	FTS 950588	November 1, 2019 through June 30, 2024	15,024 20/	19/	19/	19/	19/
Chevron U.S.A. Inc.	FTS 912541	October 1, 2019 through July 31, 2029	20,000	18/	18/	18/	18/
PRG. LC	FTS 932549	October 1, 2019 through December 31, 2026	368	18/	18/	18/	18/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Shell Energy North America (US), L.P.	FTS 933225	October 1, 2019 through December 31, 2026	75,000	18/	18/	18/	18/
Macquarie Energy LLC	FTS 948519	October 1, 2019 through October 31, 2028	734	18/	18/	18/	18/
Tenaska Marketing Ventures	FTS 949617	October 1, 2019 through March 31, 2028	39,967	18/	18/	18/	18/
City Of Hastings, Hastings Utilities	FTS 907621	November 1, 2019 through December 31, 2027	14,840	5/	5/	5/	5/
United States Gypsum Company	FTS 911097	November 1, 2019 through March 31, 2029	1,466	5/	5/	5/	5/
ConocoPhillips Company	FTS 930470	November 1, 2019 through October 31, 2028	5,000	5/	5/	5/	5/
CIMA Energy, LP	FTS 930966	November 1, 2019 through December 31, 2027	1,103	5/	5/	5/	5/
Devlar Energy Marketing, L.L.C.	FTS 931914	November 1, 2019 through October 2, 2055	2,942	5/	5/	5/	5/

Trailblazer Pipeline Company LLCFERC Gas Tariff
6th Revised Volume No. 1Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Summit Energy LLC	FTS 937518	November 1, 2019 through March 31, 2135	367	5/	5/	5/	5/
Mieco, Inc.	FTS 946747	December 1, 2019 through December 31, 2027	44,867	5/	5/	5/	5/
Concord Energy LLC	FTS 947590	November 1, 2019 through August 31, 2029	50,880	5/	5/	5/	5/
East Cheyenne Gas Storage, LLC	FTS 947649	November 1, 2019 through March 31, 2029	4,540	5/	5/	5/	5/
Mid America Agri Products/ Wheatland, LLC	FTS 949143	November 1, 2019 through December 31, 2026	3,500	5/	5/	5/	5/
Koch Energy Services, LLC	FTS 949144	November 1, 2019 through December 31, 2026	9,336	5/	5/	5/	5/
WoodRiver Energy LLC	FTS 950411	November 1, 2019 through August 31, 2028	736	5/	5/	5/	5/
Tenaska Marketing Ventures	FTS 954835	January 1, 2021 through March 31, 2027	11,000	10/	10/	10/	10/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
NE Nitro Geneva LLC	FTS 955549	June 1, 2021 through October 31, 2033	3,500	2/	2/	2/	2/
NE Nitro Geneva LLC	FTSX 955550	June 1, 2021 through June 30, 2032	4,000	2/	2/	2/	2/
Macquarie Energy LLC	FTS 955177	April 1, 2022 through March 31, 2026	14,000	11/	11/	11/	11/
Centerpoint Energy Resources Corp.	FTS 956505	April 1, 2022 through March 31, 2025	4-1-2022 to 10-31-2022 0 11-1-2022 to 3-31-2023 100,000 4-1-2023 to 10-31-2023 0 11-1-2023 to 3-31-2024 100,000 4-1-2024 to 10-31-2024 0 11-1-2024 to 3-31-2025 100,000	11/	11/	11/	11/
Concord Energy LLC	FTS 955367	August 1, 2022 through March 31, 2058	18,126	21/	21/	21/	21/
Moonrise Midstream, LLC	FTS 959328	November 1, 2023 through February 29, 2024	40,000	23/	23/	23/	23/
United Energy Trading, LLC	PALS 959630	January 13, 2024 through November 30, 2024	10,000	1/	1/	1/	1/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
NorthWestern Energy Public Service Corporation D/B/A NorthWestern Energy	FTSX 959709	February 1, 2024 through March 31, 2029	13,000	3/	3/	3/	3/

- 1/ This information is set out in the executed negotiated agreement filed with the FERC on January 12, 2024 in Docket No. RP24-320.
- 2/ This information is set out in the executed negotiated rate agreement filed with the FERC on June 2, 2021 at Docket No. RP21-890.
- 3/ This information is set out in the executed negotiated agreement filed with the FERC on January 31, 2024 in Docket No. RP24-____.
- 4/ This information is set out in the executed negotiated rate agreement filed with the FERC on April 26, 2017 at Docket No. RP17-680.
- 5/ This information is set out in the executed negotiated agreement filed with the FERC on December 9, 2019 at Docket No. RP20-320.
- 6/ Reserved for future use.
- 7/ This information is set out in the executed negotiated agreement filed with the FERC on December 9, 2019 at Docket No. RP20-320 and further amended on March 31, 2022 in Docket No. RP22-760.
- 8/ This information is set out in the executed negotiated agreement filed with the FERC on March 29, 2019 at Docket No. RP19-1000 and further amended on June 30, 2022 in Docket No. RP22-1021.
- 9/ Reserved for future use.
- 10/ This information is set out in the executed negotiated rate agreement filed with the FERC on December 31, 2020 at Docket No. RP21-355.
- 11/ This information is set out in the executed negotiated agreement filed with the FERC on March 31, 2022 in Docket No. RP22-760.
- 12/ Reserved for future use.
- 13/ Reserved for future use.

- 14/ This information is set out in the executed negotiated agreement filed with the FERC on March 20, 2018 at Docket No. RP18-572 and further amended on October 29, 2021 in Docket No. RP22-148.
- 15/ Reserved for future use.
- 16/ Reserved for future use.
- 17/ This information is set out in the executed negotiated agreement filed with the FERC on March 29, 2019 at Docket No. RP19-1000.
- 18/ This information is set out in the executed negotiated agreement filed with the FERC on November 7, 2019 at Docket No. RP20-216.
- 19/ This information is set out in the executed negotiated agreement filed with the FERC on October 30, 2019 at Docket No. RP20-132.
- 20/ As stated in the executed negotiated agreement filed with the FERC on October 30, 2019 at Docket No. RP20-132, the Eligible Firm Transportation Quantity shown is for the period of November 1 through June 30 for each year during the term of the contract. For the period of July 1 through October 31, the Eligible Firm Transportation Quantity is zero.
- 21/ This information is set out in the executed negotiated agreement filed with the FERC on July 29, 2022 in Docket No. RP22-1086.
- 22/ This information is set out in the executed negotiated agreement filed with the FERC on October 31, 2018 at Docket No. RP19-174 and further amended on October 31, 2022 in Docket No. RP23-118.
- 23/ This information is set out in the executed negotiated agreement filed with the FERC on November 1, 2023 in Docket No. RP24-138.

Section 1 Table of Contents

First Revised Volume No. 2

Section	Section Title
Negotiated Rate Agreements	Negotiated Rate Agreements Section 2.0
Macquarie Energy LLC K#955177	Section 2.1 Macquarie K# 955177
TIGT K# 901362	Section 2.2 TIGT K# 901362
Centerpoint Energy Resources Corp. K# 956505	Section 2.3 Centerpoint K# 956505
United Energy Trading K# 948679	Section 2.4 UET K# 948679
Tenaska K# 935680	Section 2.5 Tenaska K# 935680
Concord K # 947595	Section 2.6 Concord K# 947595
United Energy Trading K# 928389	Section 2.7 UET K# 928389
United Energy Trading K# 948164	Section 2.8 UET K# 948164
United Energy Trading, LLC K# 959630	Section 2.9 UET K# 959630
NE Nitro Geneva LLC K# 955549	Section 2.10 NE Nitro K# 955549
Twin Eagle K# 948646	Section 2.11 Twin Eagle K# 948646
Macquarie Energy LLC K#947961	Section 2.12 Macquarie K# 947961
Anadarko Energy Services K# 934288	Section 2.13 Anadarko K# 934288
Morgan Stanley Capital Group Inc. K# 949230	Section 2.14 Morgan Stanley K# 949230
Morgan Stanley Capital Group Inc. K# 949234	Section 2.15 Morgan Stanley K# 949234
Morgan Stanley Capital Group Inc. K# 949232	Section 2.16 Morgan Stanley K# 949232
Morgan Stanley Capital Group Inc. K# 950586	Section 2.17 Morgan Stanley K# 950586
Reserved	Section 2.18 Reserved
Macquarie Energy LLC K#950125	Section 2.19 Macquarie K# 950125
Reserved	Section 2.20 Reserved
CIMA Energy, Ltd. K#949746	Section 2.21 CIMA K# 949746
Reserved	Section 2.22 Reserved
Concord Energy LLC K# 955367	Section 2.23 Concord K# 955367
Reserved	Section 2.24 Reserved
Reserved	Section 2.25 Reserved
BP Energy Company K# 950447	Section 2.26 BP K# 950447
Reserved	Section 2.27 Reserved
Reserved	Section 2.28 Reserved

Reserved	Section 2.29 Reserved
Reserved	Section 2.30 Reserved
Reserved	Section 2.31 Reserved
Koch Energy Services, LLC K# 950560	Section 2.32 Koch K# 950560
Morgan Stanley Capital Group Inc. K# 950561	Section 2.33 Morgan Stanley K# 950561
CIMA Energy, LP K# 950562	Section 2.34 CIMA K# 950562
Northwestern Corp. D/B/A Northwestern Energy K# 950547	Section 2.35 Northwestern K# 950547
Mieco Inc. K# 950587	Section 2.36 Mieco K# 950587
Citadel Energy Marketing LLC K# 950588	Section 2.37 Citadel K# 950588
Reserved	Section 2.38 Reserved
Chevron U.S.A. Inc. K# 912541	Section 2.39 Chevron K# 912541
PRG, LC K# 932549	Section 2.40 PRG K# 932549
Shell Energy North America K# 933225	Section 2.41 Shell Energy K# 933225
Macquarie Energy LLC K# 948519	Section 2.42 Macquarie K# 948519
Tenaska Marketing Ventures K# 949617	Section 2.43 Tenaska K# 949617
Reserved	Section 2.44 Reserved
Reserved	Section 2.45 Reserved
Reserved	Section 2.46 Reserved
NE Nitro Geneva K# 955550	Section 2.47 NE Nitro K# 955550
Reserved	Section 2.48 Reserved
City Of Hastings, Hastings Utilities K# 907621	Section 2.49 City of Hastings K# 907621
United States Gypsum Company K# 911097	Section 2.50 Gypsum K# 911097
ConocoPhillips Company K# 930470	Section 2.51 ConocoPhillips K# 930470
CIMA Energy, LP K# 930966	Section 2.52 CIMA K#930966
Devlar Energy Marketing, L.L.C. K# 931914	Section 2.53 Devlar K# 931914
Summit Energy LLC K# 937518	Section 2.54 Summit K# 937518
Mieco, Inc. K# 946747	Section 2.55 Mieco K# 946747
Concord Energy LLC K# 947590	Section 2.56 Concord K# 947590
East Cheyenne Gas Storage, LLC K# 947649	Section 2.57 ECGS K# 947649
Reserved	Section 2.58 Reserved
Mid America Agri Products/Wheatland, LLC K# 949143	Section 2.59 Mid America K# 949143
Koch Energy Services, LLC K# 949144	Section 2.60 Koch K# 949144
Reserved	Section 2.61 Reserved

Moonrise Midstream, LLC K# 959328	Section 2.62 Moonrise K# 959328
WoodRiver Energy LLC K# 950411	Section 2.63 WoodRiver K# 950411
Reserved	Section 2.64 Reserved
Tenaska Marketing Ventures K# 954835	Section 2.65 Tenaska K# 954835
NorthWestern Energy Public Service Corporation D/B/A NorthWestern Energy K# 959709	Section 2.66 NorthWestern K# 959709

1.

Non-Conforming Agreements

Non-Conforming Agreements Section 3.0

Colorado Springs Utilities K# 951249	Section 3.1 CSU K# 951249
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**Non-Conforming Negotiated Rate
Agreements**

NC NRA Section 4.0

FTS FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO FIRM TRANSPORTATION SERVICE UNDER RATE SCHEDULE FTS

In consideration of the representations, covenants and conditions contained below, Trailblazer Pipeline Company LLC (“Transporter”) and Shipper agree, as of January 29, 2024, that Transporter will provide transportation service, under Part 284 of FERC’s regulations, for Shipper on a Firm basis in accordance with the provisions contained in this Transportation Service Agreement (“Agreement”). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter's FERC Gas Tariff, as may be revised from time to time (“Tariff”), and the terms, conditions and signatures of Shipper's electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective February 1, 2024 and is the original contract

effective _____, this Amendment No. ___ amends and restates
FTS Contract No. _____ effective _____

Capacity rights for this Agreement were released from NorthWestern Corp. D/B/A NorthWestern Energy under contract No. 950547 dated June 4, 2018 with a term of April 1, 2019 through January 31, 2024.

2. Service under this agreement shall be performed using: (Check one)

Existing System Capacity
 Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

NORTHWESTERN ENERGY PUBLIC SERVICE
CORPORATION D/B/A NORTHWESTERN ENERGY
600 MARKET STREET W
HURON, SD 57350

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): February 1, 2024
to
(Date, Period-of-Time or Event): March 31, 2029

5. RATE SCHEDULE FTS Maximum Daily Quantity (“MDQ”):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>February 1, 2024 - March 31, 2029</u>	<u>13,000</u>

6. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY (“MDRQ”)

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>02/01/2024 - 03/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>13,000</u>	<u>NO</u>

7. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”)

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>02/01/2024 - 03/31/2029</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>13,000</u>	<u>NO</u>

8. RATES:

Reservation Rate: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 13.6 and 35, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

FL&U and Electric Power Cost Reimbursement: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

ACA Charges: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)
Applicable rate per Tariff, as revised from time to time.

Additional Facility Charge: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)

None
 Lump-sum payment of _____
 Monthly fee of _____ through _____

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)
Applicable charges per Tariff as may be assessed by Transporter.

9. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 18.2 of the General Terms and Conditions of the Tariff).

(Check one):

Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise:

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

10. ROLLOVER PROVISIONS: (Specify contractual rollover rights, if any, per Section 18.3 of the General Terms and Conditions of Transporter's Tariff).

(Check one):

Not Applicable
 Applicable (Complete the following):

Other Rollover Terms and Conditions:

N/A

11. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

12. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: NorthWestern Energy Public Service Corporation D/B/A
NorthWestern Energy

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on January 29, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **NorthWestern Energy Public Service Corporation D/B/A NorthWestern Energy** (“Shipper”).

In accordance with the provisions of Trailblazer’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), Trailblazer and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by Trailblazer to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

- 1.1 **Negotiated Rate Term:** From February 1, 2024 through March 31, 2029.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 959709, dated January 29, 2024.

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

- 1.3 **Eligible Firm Transportation Quantity:** 13,000 dekatherms per day (“Dth/d”).
- 1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$3.04167 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2 (“Negotiated Rate(s)”), plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

- 1.5 **Eligible Primary Receipt Point(s):**

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	13,000

1.6 **Eligible Secondary Receipt Point(s):**

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD	42717P
TIGT/TPC BEACON CAMP	56127P

1.7 **Eligible Primary Delivery Point(s):**

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
NNG/TPC BEATRICE GAGE	902901	13,000

1.8 **Eligible Secondary Delivery Point(s):**

<u>NAME</u>	<u>LOCATION</u>
TPC/NGPL GAGE	902900
TIGT/TPC ADAMS	3850P
TIGT/TPC CLAY	3851P
NWC/TPC KEARNEY	25163

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 **General Negotiated Rate Limitations.** The Negotiated Rate(s) shall apply only to service provided to Shipper by Trailblazer under the Transportation Agreement identified in Section 1.2 (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement, including without limitation the following: (i) transportation from the Eligible Primary Receipt Point(s) and/or Eligible Secondary Receipt Point(s) to the Eligible Primary Delivery Point(s) and/or Eligible Secondary Delivery Point(s); (ii) transportation commencing and ending during the Negotiated Rate Term; and (iii) an aggregate maximum daily firm transportation quantity less than or equal to the then applicable Eligible Firm Transportation Quantity. For any aggregate quantities transported under the Transportation Agreement identified in Section 1.2 (including transportation under capacity release of the same) not satisfying each of the parameters specified in the preceding sentence, Trailblazer shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement identified in Section 1.2 within the terms of the first sentence of this paragraph, Trailblazer shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.

2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by Trailblazer, all applicable maximum rates, charges, surcharges, fees, and penalties of any nature set forth in the Tariff shall apply to service provided to Shipper under the Transportation Agreement identified in Section 1.2.

2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a full capacity release under the Transportation Agreement identified in Section 1.2, all rights granted to Shipper shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. Shipper acknowledges that, in the event of a partial capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify in the capacity release offer all rights, including without limitation the applicable rate(s), to be transferred to the replacement shipper.

Trailblazer and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

TRAILBLAZER PIPELINE
COMPANY LLC

NORTHWESTERN ENERGY PUBLIC
SERVICE CORPORATION D/B/A
NORTHWESTERN ENERGY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Marked Tariff Records

**STATEMENT OF NEGOTIATED RATE TRANSACTIONS
PURSUANT TO GTC SECTION 35**

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Tenaska Marketing Ventures	FTS K# 935680	December 1, 2019 through March 31, 2027	12,869	5/	5/	5/	5/
Concord Energy LLC	FTS 947595	November 1, 2019 through December 31, 2026	82,780	5/	5/	5/	5/
United Energy Trading, LLC	FTS 948679	November 1, 2019 through February 28, 2029	1,102	4/	4/	4/	4/
United Energy Trading, LLC	FTS 928389	November 1, 2019 through December 31, 2027	2,573	5/	5/	5/	5/
United Energy Trading, LLC	FTS 948164	November 1, 2019 through December 31, 2027	5,951	5/	5/	5/	5/
Tallgrass Interstate Gas Transmission, LLC	FTS 901362	October 1, 2019 through December 31, 2037	5,000	18/	18/	18/	18/
Twin Eagle Resource Management, LLC	FTS 948646	November 1, 2019 through March 31, 2027	10,000	5/	5/	5/	5/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Macquarie Energy LLC	FTS 947961	October 1, 2019 through December 31, 2027	21,200	18/	18/	18/	18/
Anadarko Energy Services Company	FTS 934288	November 1, 2019 through March 31, 2027	36,396	7/	7/	7/	7/
Morgan Stanley Capital Group Inc.	FTS 949230	October 1, 2019 through December 31, 2027	5,600	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949234	October 1, 2019 through December 31, 2027	4,320	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949232	October 1, 2019 through December 31, 2027	21,200	18/	18/	18/	18/
Macquarie Energy LLC	FTS 950125	November 1, 2021 through March 31, 2026	30,000	14/	14/	14/	14/
CIMA ENERGY, LP	FTS 949746	November 1, 2019 through March 31, 2028	5,000	5/	5/	5/	5/
BP Energy Company	FTS 950447	November 1, 2018 through March 31, 2025	5,250	22/	22/	22/	22/

Trailblazer Pipeline Company LLC

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Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Koch Energy Services, LLC	FTS 950560	April 1, 2019 through March 31, 2024	9,111	17/	17/	17/	17/
Morgan Stanley Capital Group Inc.	FTS 950561	April 1, 2019 through March 31, 2024	22,778	17/	17/	17/	17/
CIMA ENERGY, LP	FTS 950562	April 1, 2019 through March 31, 2024	9,111	17/	17/	17/	17/
Northwestern Corp. D/B/A Northwestern Energy	FTS 950547	July 1, 2022 through March 31, 2029	13,000	8/	8/	8/	8/
Morgan Stanley Capital Group Inc.	FTS 950586	November 1, 2019 through June 30, 2024	50,000 20/	19/	19/	19/	19/
Mieco, Inc.	FTS 950587	November 1, 2019 through June 30, 2024	1,726 20/	19/	19/	19/	19/
Citadel Energy Marketing LLC	FTS 950588	November 1, 2019 through June 30, 2024	15,024 20/	19/	19/	19/	19/
Chevron U.S.A. Inc.	FTS 912541	October 1, 2019 through July 31, 2029	20,000	18/	18/	18/	18/
PRG. LC	FTS 932549	October 1, 2019 through December 31, 2026	368	18/	18/	18/	18/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Shell Energy North America (US), L.P.	FTS 933225	October 1, 2019 through December 31, 2026	75,000	18/	18/	18/	18/
Macquarie Energy LLC	FTS 948519	October 1, 2019 through October 31, 2028	734	18/	18/	18/	18/
Tenaska Marketing Ventures	FTS 949617	October 1, 2019 through March 31, 2028	39,967	18/	18/	18/	18/
City Of Hastings, Hastings Utilities	FTS 907621	November 1, 2019 through December 31, 2027	14,840	5/	5/	5/	5/
United States Gypsum Company	FTS 911097	November 1, 2019 through March 31, 2029	1,466	5/	5/	5/	5/
ConocoPhillips Company	FTS 930470	November 1, 2019 through October 31, 2028	5,000	5/	5/	5/	5/
CIMA Energy, LP	FTS 930966	November 1, 2019 through December 31, 2027	1,103	5/	5/	5/	5/
Devlar Energy Marketing, L.L.C.	FTS 931914	November 1, 2019 through October 2, 2055	2,942	5/	5/	5/	5/

Trailblazer Pipeline Company LLCFERC Gas Tariff
6th Revised Volume No. 1Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Summit Energy LLC	FTS 937518	November 1, 2019 through March 31, 2135	367	5/	5/	5/	5/
Mieco, Inc.	FTS 946747	December 1, 2019 through December 31, 2027	44,867	5/	5/	5/	5/
Concord Energy LLC	FTS 947590	November 1, 2019 through August 31, 2029	50,880	5/	5/	5/	5/
East Cheyenne Gas Storage, LLC	FTS 947649	November 1, 2019 through March 31, 2029	4,540	5/	5/	5/	5/
Mid America Agri Products/ Wheatland, LLC	FTS 949143	November 1, 2019 through December 31, 2026	3,500	5/	5/	5/	5/
Koch Energy Services, LLC	FTS 949144	November 1, 2019 through December 31, 2026	9,336	5/	5/	5/	5/
WoodRiver Energy LLC	FTS 950411	November 1, 2019 through August 31, 2028	736	5/	5/	5/	5/
Tenaska Marketing Ventures	FTS 954835	January 1, 2021 through March 31, 2027	11,000	10/	10/	10/	10/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
NE Nitro Geneva LLC	FTS 955549	June 1, 2021 through October 31, 2033	3,500	2/	2/	2/	2/
NE Nitro Geneva LLC	FTSX 955550	June 1, 2021 through June 30, 2032	4,000	2/	2/	2/	2/
Macquarie Energy LLC	FTS 955177	April 1, 2022 through March 31, 2026	14,000	11/	11/	11/	11/
Centerpoint Energy Resources Corp.	FTS 956505	April 1, 2022 through March 31, 2025	4-1-2022 to 10-31-2022 0 11-1-2022 to 3-31-2023 100,000 4-1-2023 to 10-31-2023 0 11-1-2023 to 3-31-2024 100,000 4-1-2024 to 10-31-2024 0 11-1-2024 to 3-31-2025 100,000	11/	11/	11/	11/
Concord Energy LLC	FTS 955367	August 1, 2022 through March 31, 2058	18,126	21/	21/	21/	21/
Moonrise Midstream, LLC	FTS 959328	November 1, 2023 through February 29, 2024	40,000	23/	23/	23/	23/
United Energy Trading, LLC	PALS 959630	January 13, 2024 through November 30, 2024	10,000	1/	1/	1/	1/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 71.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
NorthWestern Energy Public Service Corporation D/B/A NorthWestern Energy	FTSX 959709	February 1, 2024 through March 31, 2029	13,000	3/	3/	3/	3/

- 1/ This information is set out in the executed negotiated agreement filed with the FERC on January 12, 2024 in Docket No. RP24-~~320~~.
- 2/ This information is set out in the executed negotiated rate agreement filed with the FERC on June 2, 2021 at Docket No. RP21-890.
- 3/ [This information is set out in the executed negotiated agreement filed with the FERC on January 31, 2024 in Docket No. RP24- Reserved for future use.](#)
- 4/ This information is set out in the executed negotiated rate agreement filed with the FERC on April 26, 2017 at Docket No. RP17-680.
- 5/ This information is set out in the executed negotiated agreement filed with the FERC on December 9, 2019 at Docket No. RP20-320.
- 6/ Reserved for future use.
- 7/ This information is set out in the executed negotiated agreement filed with the FERC on December 9, 2019 at Docket No. RP20-320 and further amended on March 31, 2022 in Docket No. RP22-760.
- 8/ This information is set out in the executed negotiated agreement filed with the FERC on March 29, 2019 at Docket No. RP19-1000 and further amended on June 30, 2022 in Docket No. RP22-1021.
- 9/ Reserved for future use.
- 10/ This information is set out in the executed negotiated rate agreement filed with the FERC on December 31, 2020 at Docket No. RP21-355.
- 11/ This information is set out in the executed negotiated agreement filed with the FERC on March 31, 2022 in Docket No. RP22-760.
- 12/ Reserved for future use.
- 13/ Reserved for future use.

- 14/ This information is set out in the executed negotiated agreement filed with the FERC on March 20, 2018 at Docket No. RP18-572 and further amended on October 29, 2021 in Docket No. RP22-148.
- 15/ Reserved for future use.
- 16/ Reserved for future use.
- 17/ This information is set out in the executed negotiated agreement filed with the FERC on March 29, 2019 at Docket No. RP19-1000.
- 18/ This information is set out in the executed negotiated agreement filed with the FERC on November 7, 2019 at Docket No. RP20-216.
- 19/ This information is set out in the executed negotiated agreement filed with the FERC on October 30, 2019 at Docket No. RP20-132.
- 20/ As stated in the executed negotiated agreement filed with the FERC on October 30, 2019 at Docket No. RP20-132, the Eligible Firm Transportation Quantity shown is for the period of November 1 through June 30 for each year during the term of the contract. For the period of July 1 through October 31, the Eligible Firm Transportation Quantity is zero.
- 21/ This information is set out in the executed negotiated agreement filed with the FERC on July 29, 2022 in Docket No. RP22-1086.
- 22/ This information is set out in the executed negotiated agreement filed with the FERC on October 31, 2018 at Docket No. RP19-174 and further amended on October 31, 2022 in Docket No. RP23-118.
- 23/ This information is set out in the executed negotiated agreement filed with the FERC on November 1, 2023 in Docket No. RP24-138.

Section 1 Table of Contents

First Revised Volume No. 2

Section	Section Title
Negotiated Rate Agreements	Negotiated Rate Agreements Section 2.0
Macquarie Energy LLC K#955177	Section 2.1 Macquarie K# 955177
TIGT K# 901362	Section 2.2 TIGT K# 901362
Centerpoint Energy Resources Corp. K# 956505	Section 2.3 Centerpoint K# 956505
United Energy Trading K# 948679	Section 2.4 UET K# 948679
Tenaska K# 935680	Section 2.5 Tenaska K# 935680
Concord K # 947595	Section 2.6 Concord K# 947595
United Energy Trading K# 928389	Section 2.7 UET K# 928389
United Energy Trading K# 948164	Section 2.8 UET K# 948164
United Energy Trading, LLC K# 959630	Section 2.9 UET K# 959630
NE Nitro Geneva LLC K# 955549	Section 2.10 NE Nitro K# 955549
Twin Eagle K# 948646	Section 2.11 Twin Eagle K# 948646
Macquarie Energy LLC K#947961	Section 2.12 Macquarie K# 947961
Anadarko Energy Services K# 934288	Section 2.13 Anadarko K# 934288
Morgan Stanley Capital Group Inc. K# 949230	Section 2.14 Morgan Stanley K# 949230
Morgan Stanley Capital Group Inc. K# 949234	Section 2.15 Morgan Stanley K# 949234
Morgan Stanley Capital Group Inc. K# 949232	Section 2.16 Morgan Stanley K# 949232
Morgan Stanley Capital Group Inc. K# 950586	Section 2.17 Morgan Stanley K# 950586
Reserved	Section 2.18 Reserved
Macquarie Energy LLC K#950125	Section 2.19 Macquarie K# 950125
Reserved	Section 2.20 Reserved
CIMA Energy, Ltd. K#949746	Section 2.21 CIMA K# 949746
Reserved	Section 2.22 Reserved
Concord Energy LLC K# 955367	Section 2.23 Concord K# 955367
Reserved	Section 2.24 Reserved
Reserved	Section 2.25 Reserved
BP Energy Company K# 950447	Section 2.26 BP K# 950447
Reserved	Section 2.27 Reserved
Reserved	Section 2.28 Reserved

Reserved	Section 2.29 Reserved
Reserved	Section 2.30 Reserved
Reserved	Section 2.31 Reserved
Koch Energy Services, LLC K# 950560	Section 2.32 Koch K# 950560
Morgan Stanley Capital Group Inc. K# 950561	Section 2.33 Morgan Stanley K# 950561
CIMA Energy, LP K# 950562	Section 2.34 CIMA K# 950562
Northwestern Corp. D/B/A Northwestern Energy K# 950547	Section 2.35 Northwestern K# 950547
Mieco Inc. K# 950587	Section 2.36 Mieco K# 950587
Citadel Energy Marketing LLC K# 950588	Section 2.37 Citadel K# 950588
Reserved	Section 2.38 Reserved
Chevron U.S.A. Inc. K# 912541	Section 2.39 Chevron K# 912541
PRG, LC K# 932549	Section 2.40 PRG K# 932549
Shell Energy North America K# 933225	Section 2.41 Shell Energy K# 933225
Macquarie Energy LLC K# 948519	Section 2.42 Macquarie K# 948519
Tenaska Marketing Ventures K# 949617	Section 2.43 Tenaska K# 949617
Reserved	Section 2.44 Reserved
Reserved	Section 2.45 Reserved
Reserved	Section 2.46 Reserved
NE Nitro Geneva K# 955550	Section 2.47 NE Nitro K# 955550
Reserved	Section 2.48 Reserved
City Of Hastings, Hastings Utilities K# 907621	Section 2.49 City of Hastings K# 907621
United States Gypsum Company K# 911097	Section 2.50 Gypsum K# 911097
ConocoPhillips Company K# 930470	Section 2.51 ConocoPhillips K# 930470
CIMA Energy, LP K# 930966	Section 2.52 CIMA K#930966
Devlar Energy Marketing, L.L.C. K# 931914	Section 2.53 Devlar K# 931914
Summit Energy LLC K# 937518	Section 2.54 Summit K# 937518
Mieco, Inc. K# 946747	Section 2.55 Mieco K# 946747
Concord Energy LLC K# 947590	Section 2.56 Concord K# 947590
East Cheyenne Gas Storage, LLC K# 947649	Section 2.57 ECGS K# 947649
Reserved	Section 2.58 Reserved
Mid America Agri Products/Wheatland, LLC K# 949143	Section 2.59 Mid America K# 949143
Koch Energy Services, LLC K# 949144	Section 2.60 Koch K# 949144
Reserved	Section 2.61 Reserved

Moonrise Midstream, LLC K# 959328	Section 2.62 Moonrise K# 959328
WoodRiver Energy LLC K# 950411	Section 2.63 WoodRiver K# 950411
Reserved	Section 2.64 Reserved
Tenaska Marketing Ventures K# 954835	Section 2.65 Tenaska K# 954835
NorthWestern Energy Public Service Corporation D/B/A NorthWestern Energy K# 959709Reserved	Section 2.66 NorthWestern K# 959709Reserved

1.

Non-Conforming Agreements

Non-Conforming Agreements Section 3.0

Colorado Springs Utilities K# 951249	Section 3.1 CSU K# 951249
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**Non-Conforming Negotiated Rate
Agreements**

NC NRA Section 4.0

6. PRIMARY FTS RECEIPT POINTS & MAXIMUM DAILY RECEIPT QUANTITY (“MDRQ”)

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDRQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>02/01/2024 - 03/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>13,000</u>	<u>NO</u>

7. PRIMARY FTS DELIVERY POINTS & MAXIMUM DAILY DELIVERY QUANTITY (“MDDQ”)

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>02/01/2024 - 03/31/2029</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>13,000</u>	<u>NO</u>

8. RATES:

Reservation Rate: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Discounted or Negotiated Rate pursuant to Sections 13.6 and 35, respectively, of the General Terms and Conditions of the Tariff.

Commodity Rate: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

FL&U and Electric Power Cost Reimbursement: (Pursuant to Section 5.2 of Rate Schedule FTS of the Tariff)

Maximum applicable rate per Tariff, as revised from time to time, unless otherwise agreed to in writing as a Negotiated Rate pursuant to Section 35 of the General Terms and Conditions of the Tariff.

ACA Charges: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)
Applicable rate per Tariff, as revised from time to time.

Additional Facility Charge: (Pursuant to Section 5 of Rate Schedule FTS of the Tariff)

None
Lump-sum payment of _____
Monthly fee of _____ through _____

Other Charges: (Pursuant to Sections 5 and 8 of Rate Schedule FTS of the Tariff)

Applicable charges per Tariff as may be assessed by Transporter.

9. RIGHT OF FIRST REFUSAL PROVISIONS: (Pursuant to Section 18.2 of the General Terms and Conditions of the Tariff).

(Check one):

Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise: _____

Per the Tariff; or Month(s) in advance of (i) the end of the primary term or (ii) any termination date after the primary term has ended.

10. ROLLOVER PROVISIONS: (Specify contractual rollover rights, if any, per Section 18.3 of the General Terms and Conditions of Transporter's Tariff).

(Check one):

Not Applicable
 Applicable (Complete the following):

Other Rollover Terms and Conditions:

N/A

11. ADDITIONAL TERMS PERMITTED BY TARIFF:

The following negotiable provision is permitted under the Tariff and may be included in this Agreement in the space below:

N/A

12. NOTICES TO TRANSPORTER UNDER THIS AGREEMENT SHALL BE ADDRESSED TO:

Trailblazer Pipeline Company LLC
Commercial Operations
370 Van Gordon Street
Lakewood, CO 80228
e-mail: TEP@tallgrassenergyllp.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Shipper Approval:

Shipper: NorthWestern Energy Public Service Corporation D/B/A
NorthWestern Energy

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

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In accordance with the provisions of Trailblazer’s Federal Energy Regulatory Commission (“FERC”) Gas Tariff as it may be revised from time to time (“Tariff”), Trailblazer and Shipper are entering into this Rate Agreement to provide for a negotiated rate in connection with certain natural gas transportation service to be provided by Trailblazer to Shipper under the Transportation Agreement identified in Section 1.2 below, subject to the terms and conditions set forth herein and the FERC requirements pertaining to negotiated rate transactions.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** From February 1, 2024 through March 31, 2029.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 959709, dated January 29, 2024.

The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time.

1.3 **Eligible Firm Transportation Quantity:** 13,000 dekatherms per day (“Dth/d”).

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$3.04167 per dekatherm per month (“Dth/m”) multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2 (“Negotiated Rate(s)”); plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

1.5 **Eligible Primary Receipt Point(s):**

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>	<u>13,000</u>

1.6 Eligible Secondary Receipt Point(s):

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD	42717P
TIGT/TPC BEACON CAMP	56127P

1.7 Eligible Primary Delivery Point(s):

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
NNG/TPC BEATRICE GAGE	902901	13,000

1.8 Eligible Secondary Delivery Point(s):

<u>NAME</u>	<u>LOCATION</u>
TPC/NGPL GAGE	902900
TIGT/TPC ADAMS	3850P
TIGT/TPC CLAY	3851P
NWC/TPC KEARNEY	25163

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

2.1 General Negotiated Rate Limitations. The Negotiated Rate(s) shall apply only to service provided to Shipper by Trailblazer under the Transportation Agreement identified in Section 1.2 (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this Rate Agreement, including without limitation the following: (i) transportation from the Eligible Primary Receipt Point(s) and/or Eligible Secondary Receipt Point(s) to the Eligible Primary Delivery Point(s) and/or Eligible Secondary Delivery Point(s); (ii) transportation commencing and ending during the Negotiated Rate Term; and (iii) an aggregate maximum daily firm transportation quantity less than or equal to the then applicable Eligible Firm Transportation Quantity. For any aggregate quantities transported under the Transportation Agreement identified in Section 1.2 (including transportation under capacity release of the same) not satisfying each of the parameters specified in the preceding sentence, Trailblazer shall charge, and Shipper shall pay, all applicable maximum rates, charges, surcharges, fees, and penalties set forth in the Tariff. For service provided under the Transportation Agreement identified in Section 1.2 within the terms of the first sentence of this paragraph, Trailblazer shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.

2.2 Applicable Maximum Rates, Charges, and Surcharges. Unless otherwise expressly provided in this Rate Agreement or agreed to in writing by Trailblazer, all applicable maximum rates, charges, surcharges, fees, and penalties of any nature set forth in the Tariff shall apply to service provided to Shipper under the Transportation Agreement identified in Section 1.2.

2.3 Capacity Releases. Shipper acknowledges that, in the event of a full capacity release under the Transportation Agreement identified in Section 1.2, all rights granted to Shipper shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. Shipper acknowledges that, in the event of a partial capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify in the capacity release offer all rights, including without limitation the applicable rate(s), to be transferred to the replacement shipper.

Trailblazer and Shipper have caused their duly authorized representatives to execute this Rate Agreement to become effective as of the Agreement Date set forth above.

TRAILBLAZER PIPELINE
COMPANY LLC

NORTHWESTERN ENERGY PUBLIC
SERVICE CORPORATION D/B/A
NORTHWESTERN ENERGY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~**Reserved for future use.**~~