



Trailblazer Pipeline Company LLC

March 29, 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 and Amendment
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") to become effective on the dates listed below:

Effective March 29, 2024

<u>Section Name</u>	<u>Section Version</u>
Sixth Revised Volume No. 1	
Negotiated Rates	72.0.0
First Revised Volume No. 2	
Table of Contents – Volume No. 2	58.0.0
Section 2.18 NRA Heartwell K# 955445	4.0.0
Section 2.35 NRA Reserved	2.0.0
Section 2.62 NRA Reserved	6.0.0

Effective April 1, 2024

First Revised Volume No. 2	
Section 2.2 NRA TIGT K# 901362	6.0.0
Section 2.32 NRA Reserved	1.0.0
Section 2.33 NRA Reserved	1.0.0
Section 2.34 NRA Reserved	1.0.0

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.

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:

Heartwell Renewables, LLC, ("Heartwell"), Contract No. 955445

A copy of the TSA is attached hereto. The contract has an effective date of March 29, 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. 72.0.0 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 March 29, 2024, consistent with the effective date of the TSA.

Additionally, Trailblazer is submitting one amended and restated negotiated rate transportation service agreement ("TSA"). Trailblazer will be replacing the on-file transportation service agreement with Macquarie Energy LLC ("TIGT"), Contract No. 901362. The changes to the amended and restated agreement are limited to updating the contract to reflect changes in the rate term and the primary receipt and delivery points.

¹ 18 CFR § 154 (2023).

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").

The amendment to Contract No. 901362, a copy of which is attached hereto, has an effective date of April 1, 2024. Trailblazer is filing the amended and restated TSA together with the Proposed Tariff Sections, which set forth the shipper's name and contract terms.

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 dates listed above:

Sixth Revised Volume No. 1:

Negotiated Rates, Version No. 72.0.0

- Footnote No. 3: Add the appropriate docket number to the footnote.
- Remove the reference to Contract No. 950547, as the contract expired due to a permanent capacity release.
- Remove the reference to Contract No. 959328, as the contract expired on February 29, 2024.
- Remove the references to Contract Nos. 950560, 950561, and 950562, as the contracts expire on March 31, 2024.

First Revised Volume No. 2:

Table of Contents – Volume No. 2, Section Version 58.0.0

- Remove the reference to Contract No. 950547, as the contract expired due to a permanent capacity release.
- Remove the reference to Contract No. 959328, as the contract expired on February 29, 2024.
- Remove the references to Contract Nos. 950560, 950561, and 950562, as the contracts expire on March 31, 2024.

Section 2.32 NRA Reserved, Version 1.0.0

- Remove Contract No. 950560, as it expires on March 31, 2024, and reserve for future use.

Section 2.33 NRA Reserved, Version 1.0.0

- Remove Contract No. 950561, as it expires on March 31, 2024, and reserve for future use.

Section 2.34 NRA Reserved, Version 1.0.0

- Remove Contract No. 950562, as it expires on March 31, 2024, and reserve for future use.

Section 2.35 NRA Reserved, Version 2.0.0

- Remove Contract No. 950547, as it expired due to a permanent capacity release, and reserve for future use.

Section 2.62 NRA Reserved, Version 6.0.0

- Remove Contract No. 959328, as it expired on February 29, 2024, and reserve for future use.

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 the dates 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 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 the dates requested. 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

March 29, 2024

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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	April 1, 2024 through December 31, 2037	5,000	9/	9/	9/	9/
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: 72.0.0

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: 72.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Morgan Stanley Capital Group Inc.	FTS 950586	November 1, 2019 through June 30, 2024	50,000 20/	19/	19/	19/	19/
Mioco, 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/
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/

Trailblazer Pipeline Company LLCFERC Gas Tariff
6th Revised Volume No. 1Negotiated Rates
Section Version: 72.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
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/
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/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 72.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
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/
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/
Concord Energy LLC	FTS 955367	August 1, 2022 through March 31, 2058	18,126	21/	21/	21/	21/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 72.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
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/
United Energy Trading, LLC	PALS 959630	January 13, 2024 through November 30, 2024	10,000	1/	1/	1/	1/
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/
Heartwell Renewables, LLC	FTS 955445	March 29, 2024 though July 31, 2034	3-29-2024 to 7-31-2024 100 8-1-2024 to 7/31/2034 8,500	6/	6/	6/	6/

- 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. RP24-383.
- 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/ This information is set out in the executed negotiated agreement filed with the FERC on March 29, 2024 in Docket No. RP24-____.
- 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/ Reserved for future use..
- 9/ This information is set out in the executed negotiated agreement filed with the FERC on November 7, 2019 at Docket No. RP20-216 and further amended on March 29, 2024 in Docket No. RP24____.
- 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/ Reserved for future use.
- 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/ Reserved for future use.

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
Heartwell Renewables, LLC K# 955445	Section 2.18 Heartwell K# 955445
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
Reserved	Section 2.32 Reserved
Reserved	Section 2.33 Reserved
Reserved	Section 2.34 Reserved
Reserved	Section 2.35 Reserved
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
Reserved	Section 2.62 Reserved

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 and is the original contract

effective April 1, 2024, this Amendment No. 14 amends and restates
FTS Contract No. 901362 effective October 27, 1989

Capacity rights for this Agreement were released from _____.

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

Existing System Capacity
 Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

TALLGRASS INTERSTATE GAS
TRANSMISSION, LLC
370 VAN GORDON STREET
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 16, 1989

to

(Date, Period-of-Time or Event): December 31, 2037

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

(Date, Period-of-Time or Event) MDQ

April 1, 2024 – December 31, 2037 5,000

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>04/01/2024 - 12/31/2037</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,000</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>04/01/2024 - 12/31/2037</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>5,000</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 6 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:

Contractual Rollover Right. Shipper shall have the unilateral one-time right to roll over all or any portion of the MDQ for a term of between three and ten years as chosen by Shipper ("Contractual Rollover Right"). In accordance with Section 18.3 of the General Terms and Conditions of the Tariff and pursuant to the terms and conditions set forth below, Shipper can exercise its Contractual Rollover Right at any time during the Term of this Transportation Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. Under the Rollover Agreement, Shipper will continue to pay the agreed to contract rate, as well as all other applicable maximum rates, charges and surcharges contained in the Tariff, including but not limited to, commodity charges and
reimbursement for Fuel and Lost and Unaccounted For Gas.

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:

Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“ROFR”) for all or any portion of the MDQ under this Transportation Agreement effective upon its expiration. In accordance with Section 18.2 of the General Terms and Conditions of the Tariff, Shipper can exercise its Contractual ROFR at any time during the Term of this Transportation Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. Shipper’s exercise of its ROFR shall be governed by Section 18.2 of the General Terms and Conditions of the Tariff.

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: Tallgrass Interstate Gas Transmission, LLC
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 **Tallgrass Interstate Gas Transmission, LLC** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated October 16, 2019, and applicable to the Transportation Agreement identified in Section 1.2 below.

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 April 1, 2024 through December 31, 2037.

This Rate Agreement is entered into pursuant to the terms and conditions of the settlement filed in Docket No. RP18-922 (“Settlement”). The negotiated rate reflected herein will be effective October 1, 2019, but only in the event that the Settlement becomes effective, as specified in Article XIII of the Settlement. In the event that the Settlement does not become effective for any reason, then this Rate Agreement shall be null and void, and both Trailblazer and Shipper shall be relieved of any rights or obligations specified in this agreement.

Contractual Rollover Right. Shipper shall have the unilateral one-time right to roll over all or any portion of the MDQ for a term of between three and ten years as chosen by Shipper (“Contractual Rollover Right”). In accordance with Section 18.3 of the General Terms and Conditions of the Tariff and pursuant to the terms and conditions set forth below, Shipper can exercise its Contractual Rollover Right at any time during the Term of this Transportation Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. Under the Rollover Agreement, Shipper will continue to pay the agreed to Negotiated Rate(s), as well as all other applicable maximum rates, charges and surcharges contained in the Tariff, including but not limited to, commodity charges and reimbursement for Fuel and Lost and Unaccounted For Gas.

Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“ROFR”) for all or any portion of the MDQ under this Transportation Agreement effective upon its expiration. In accordance with Section 18.2 of the General Terms and Conditions of the Tariff, Shipper can exercise its Contractual ROFR at any time during the Term of this Transportation Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. Shipper’s exercise of its ROFR shall be governed by Section 18.2 of the General Terms and Conditions of the Tariff.

- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 901362, dated October 27, 1989.

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:** 5,000 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 \$1.82500 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. Throughout the Negotiated Rate Term, Shipper shall not be subject to any increased or incremental demand charge, additional surcharge or cost recovery mechanism implemented by Transporter. Shipper shall qualify under this Transportation Agreement to participate in the revenue sharing described in Section 39(b) of Transporter’s FERC Gas 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	5,000

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

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

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	5,000

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

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

TALLGRASS INTERSTATE GAS
TRANSMISSION, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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 December 7, 2023, 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 _____ and is the original contract

X effective, upon notification from Trailblazer to Shipper that the 6-inch diameter pipeline and appurtenant facilities to connect Shipper’s renewable diesel facility located at T7N-R9N Section 15 (Latitude 40.579438 Longitude -98.321889) (the “Heartwell Renewable Facility”) with the Trailblazer System (together, such facilities are the “Adams Lateral”) are constructed and ready to provide transportation Service (the “In-Service Date”), this Amendment No. 2 amends and restates FTS Contract No. 955445 effective May 11, 2021, as amended April 22, 2022.

_____ Capacity rights for this Agreement were released from _____.

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

_____ Existing System Capacity
 X Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

HEARTWELL RENEWABLES, LLC
2929 ALLEN PARKWAY, SUITE 4100
HOUSTON, TX 77019

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): In-Service Date
to
(Date, Period-of-Time or Event): July 31, 2034

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>In-Service Date - July 31, 2024</u>	<u>100</u>
<u>August 1, 2024 - July 31, 2034</u>	<u>8,500</u>

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>In-Service Date - 07/31/2024</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>100</u>	<u>YES</u>
<u>08/01/2024 - 07/31/2034</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>8,500</u>	<u>YES</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>In-Service Date - 07/31/2024</u>	<u>60487</u>	<u>TPC / Heartwell RD Plant Adams</u>	<u>100</u>	<u>NO</u>
<u>08/01/2024 - 07/31/2034</u>	<u>60487</u>	<u>TPC / Heartwell RD Plant Adams</u>	<u>8,500</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:

Pursuant to Section 18.1 of the General Terms and Conditions of the Tariff, Shipper shall have a contractual Right of First Refusal, governed in all other regards by Section 18.2 of the General Terms and Conditions of the Tariff.

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: Heartwell Renewables, LLC
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 December 7, 2023 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Heartwell Renewables, LLC** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated April 22, 2022, and applicable to the Transportation Agreement identified in Section 1.2 below.

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:** Upon notification from Trailblazer to Shipper that the 6-inch diameter pipeline and appurtenant facilities to connect Shipper’s renewable diesel facility located at T7N-R9N Section 15 (Latitude 40.579438 Longitude -98.321889) (the “Heartwell Renewable Facility”) with the Trailblazer System (together, such facilities are the “Adams Lateral”) are constructed and ready to provide transportation Service (the “In-Service Date”) through July 31, 2034.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 955445, dated May 11, 2021, as amended April 22, 2022.

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:**

Period	MDQ
In-Service Date through July 31, 2024	100 Dekatherms per day (“Dth/d”)
August 1, 2024 through July 31, 2034	8,500 Dth/d

- 1.4 **Negotiated Rate(s):**

Beginning on the “In-Service Date” and continuing through July 31, 2024, Shipper shall pay a monthly charge equal to \$2.13530/Dth/month multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2.

Beginning on August 1, 2024 and continuing through the end of the Negotiated Rate Term, Shipper shall pay a monthly charge equal to \$11.9204/Dth/month multiplied by the then

applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2.

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

<u>Term</u>	<u>Name</u>	<u>Location</u>	<u>Eligible Point Maximum</u>	<u>By Displacement</u>
In-Service Date through July 31, 2024	TPC/NGPL GAGE	902900	100 Dth/d	Yes
August 1, 2024 through July 31, 2034	TPC/NGPL GAGE	902900	8,500 Dth/d	Yes

1.6 **Eligible Secondary Receipt Point(s):** All Points on Trailblazer

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

<u>Term</u>	<u>Name</u>	<u>Location</u>	<u>MDDQ</u>	<u>By Displacement</u>
In-Service Date through July 31, 2024	TPC / Heartwell RD Plant Adams	60487	100 Dth/d	No
August 1, 2024 through July 31, 2034	TPC / Heartwell RD Plant Adams	60487	8,500 Dth/d	No

1.8 **Eligible Secondary Delivery Point(s):** All Points on Trailblazer

**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 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.
- 2.4 **Credit.** Shipper must establish credit with Trailblazer in order to receive and continue receiving service, either through satisfaction of the creditworthiness criteria contained in the Tariff (consistent with a credit appraisal under section 14.1(a) of the Tariff General Terms and Conditions (“Tariff GT&C”)) or by supplying Trailblazer with Credit Support (as defined herein).
- (i) If Shipper elects to establish credit through satisfaction of the creditworthiness criteria of the Tariff, Trailblazer will perform a credit appraisal of Shipper consistent with section 14.1(a) of the Tariff GT&C. Shipper shall have the right pursuant to section 14.2(c) of the Tariff GT&C to initiate a creditworthiness reevaluation by Trailblazer.
 - (ii) If Shipper elects to establish its creditworthiness by means of supplying Credit Support, or if upon a credit appraisal of Shipper consistent with section 14.1(a) of the Tariff GT&C, Transporter concludes that Shipper is not creditworthy, Shipper must supply Transporter with “Credit Support,” in the form of (a) a standby irrevocable letter of credit, which will include language acceptable to Transporter and drawn upon a bank acceptable to Transporter (“LC”), (b) a guaranty from one or more entities that satisfies Transporter’s creditworthiness criteria as set forth in the Tariff (“Guaranty”), (c) or a prepayment, which will be deposited in an interest-bearing escrow account if such an escrow account has been established by the Shipper and meets the criteria of section 14.1(c) of the Tariff GT&C (“Prepayment”).
 - (iii) If Shipper elects to provide a Guaranty(ies), the amount of Guaranty(ies) will be equal to the product of Shipper’s MDQ that is effective from and after August 1, 2024 (as set forth in Section 1.3) times the negotiated reservation rate that is effective from and after August 1, 2024 (as set forth in Section 1.4) times the remaining months in the Negotiated Rate Term less any payments (calculated as the product of Shipper’s MDQ times the negotiated reservation rate) that are not rescinded or otherwise returned upon the insolvency, bankruptcy or reorganization of Shipper, or any other applicable law received by Transporter from Shipper after September 1, 2024.
 - (iv) If Shipper elects to provide an LC or Prepayment, the amount of Credit Support will be equal to the product of Shipper’s MDQ that is effective from and after August 1, 2024 (as set forth in Section 1.3) times the negotiated reservation rate that is effective from and after August 1, 2024 (as set forth in Section 1.4) times the remaining months in the

Negotiated Rate Term. Such Credit Support shall be reduced no more frequently than quarterly and shall be reduced in an amount equal to any payments (calculated as the product of Shipper’s MDQ times the negotiated reservation rate) that are not rescinded or otherwise returned upon the insolvency, bankruptcy or reorganization of Shipper, or any other applicable law received by Transporter from Shipper after September 1, 2024. To reduce such Credit Support, Shipper shall comply with the following procedure:

1. Shipper contacts Transporter to request that the Credit Support be reduced to amount calculated as set for above.
 2. If Shipper is current on all payments, Transporter will reply to Shipper to confirm that Shipper may proceed with the scheduled reduction and confirm amount.
 3. Shipper to coordinate with Shipper’s bank and Shipper’s bank will provide Transporter with the reduction instrument, that will be in a form and substance acceptable to Transporter.
- (v) Subject to the next sentence of this paragraph, Shipper shall maintain the Credit Support so long as Shipper has any outstanding obligation to, or there is an unresolved claim by or payment owed to, Trailblazer. If at any time, Shipper becomes creditworthy pursuant to section 14.1(a) of the Tariff GT&C, then upon Shipper’s notice and delivery to Trailblazer of evidence establishing the creditworthiness of Shipper pursuant to section 14.1(a) of the Tariff GT&C, Trailblazer shall promptly release any Credit Support provided by Shipper hereunder and no Credit Support will be required to be maintained by Shipper for as long as Shipper is deemed creditworthy pursuant to the terms set forth herein. If at any time, Shipper fails to remain creditworthy pursuant to section 14.1(a) of the Tariff GT&C, Shipper shall again establish and maintain Credit Support, in an amount equal to Shipper’s MDQ times the negotiated reservation rate that is effective from and after August 1, 2024 (as set forth in Section 1.4) times the number of months remaining in the Negotiated Rate Term, which shall be reduced consistent with the procedure set forth in this Section 2.4, for so long as Shipper has any outstanding obligation to, or there is an unresolved claim by or payment owed to, Trailblazer or until deemed creditworthy as provided above.

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

HEARTWELL RENEWABLES, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

Reserved for future use.

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	April 1, 2024 October 1, 2019 through December 31, 2037	5,000	918/	918/	918/	918/
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: 72.0.0

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: 72.0.0

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: 72.0.0

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
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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: 72.0.0

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/
Concord Energy LLC	FTS 955367	August 1, 2022 through March 31, 2058	18,126	21/	21/	21/	21/
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/
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: 72.0.0

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/
Heartwell Renewables, LLC	FTS 955445	March 29, 2024 through July 31, 2034	3-29-2024 to 7-31-2024 100 8-1-2024 to 7/31/2034 8,500	6/	6/	6/	6/

- 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-~~383~~.
- 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/ [This information is set out in the executed negotiated agreement filed with the FERC on March 29, 2024 in Docket No. RP24- 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/ [Reserved for future use. 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/ [This information is set out in the executed negotiated agreement filed with the FERC on November 7, 2019 at Docket No. RP20-216 and further amended on March 29, 2024 in Docket No. RP24- 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/ ~~Reserved for future use~~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/ ~~Reserved for future use~~This information is set out in the executed negotiated agreement filed with the FERC on November 1, 2023 in Docket No. RP24-138.

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Negotiated Rate Agreements	Negotiated Rate Agreements Section 2.0
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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
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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
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Reserved Koch Energy Services, LLC K# 950560	Section 2.32 Koch K# 950560 Reserved
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Chevron U.S.A. Inc. K# 912541	Section 2.39 Chevron K# 912541
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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
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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~~~~October 16, 2019~~, 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 _____ and is the original contract

effective ~~April 1, 2024~~~~October 1, 2019~~, this Amendment No. ~~1413~~ amends and restates FTS Contract No. ~~901362~~ effective ~~October 27, 1989~~

Capacity rights for this Agreement were released from _____.

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

Existing System Capacity

Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

TALLGRASS INTERSTATE GAS
TRANSMISSION, LLC
370 VAN GORDON STREET
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 16, 1989

to

(Date, Period-of-Time or Event): December 31, 2037

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

(Date, Period-of-Time or Event)

MDQ

~~April 1, 2024~~~~October 1, 2019~~ –

5,000

December 31, 2037

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)
04/01/2024 01/2019 - 12/31/2037	50017413 P	WIC/TPC DULL KNIFE WELDTIGT/TPC LOGAN	5,000	NO

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)
04/01/2024 01/2019 - 12/31/2037	90290038 50P	TPC/NGPL GAGETIGT/TPC ADAMS	5,000	NO

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 6 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:

Contractual Rollover Right. Shipper shall have the unilateral one-time right to roll over all or any portion of the MDQ for a term of between three and ten years as chosen by Shipper ("Contractual Rollover Right"). In accordance with Section 18.3 of the General Terms and Conditions of the Tariff and pursuant to the terms and conditions set forth below, Shipper can exercise its Contractual Rollover Right at any time during the Term of this Transportation Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. Under the Rollover Agreement, Shipper will continue to pay the agreed to contract rate, as well as all other applicable maximum rates, charges and surcharges contained in the Tariff, including but not limited to, commodity charges and reimbursement for Fuel and Lost and Unaccounted For Gas.

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:

Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“ROFR”) for all or any portion of the MDQ under this Transportation Agreement effective upon its expiration. In accordance with Section 18.2 of the General Terms and Conditions of the Tariff, Shipper can exercise its Contractual ROFR at any time during the Term of this Transportation Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. Shipper’s exercise of its ROFR shall be governed by Section 18.2 of the General Terms and Conditions of the Tariff.

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: Tallgrass Interstate Gas Transmission, LLC

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 ~~October 16, 2019~~ January 29, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Tallgrass Interstate Gas Transmission, LLC** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated ~~June 8, 2017~~ October 16, 2019, and applicable to the Transportation Agreement identified in Section 1.2 below.

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 ~~October 1, 2019~~ April 1, 2024 through December 31, 2037.

This Rate Agreement is entered into pursuant to the terms and conditions of the settlement filed in Docket No. RP18-922 (“Settlement”). The negotiated rate reflected herein will be effective October 1, 2019, but only in the event that the Settlement becomes effective, as specified in Article XIII of the Settlement. In the event that the Settlement does not become effective for any reason, then this Rate Agreement shall be null and void, and both Trailblazer and Shipper shall be relieved of any rights or obligations specified in this agreement.

Contractual Rollover Right. Shipper shall have the unilateral one-time right to roll over all or any portion of the MDQ for a term of between three and ten years as chosen by Shipper (“Contractual Rollover Right”). In accordance with Section 18.3 of the General Terms and Conditions of the Tariff and pursuant to the terms and conditions set forth below, Shipper can exercise its Contractual Rollover Right at any time during the Term of this Transportation Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. Under the Rollover Agreement, Shipper will continue to pay the agreed to Negotiated Rate(s), as well as all other applicable maximum rates, charges and surcharges contained in the Tariff, including but not limited to, commodity charges and reimbursement for Fuel and Lost and Unaccounted For Gas.

Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“ROFR”) for all or any portion of the MDQ under this Transportation Agreement effective upon its expiration. In accordance with Section 18.2 of the General Terms and Conditions of the Tariff, Shipper can exercise its Contractual ROFR at any time during the Term of this Transportation Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. Shipper’s exercise of its ROFR shall be governed by Section 18.2 of the General Terms and Conditions of the Tariff.

- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 901362, dated October 27, 1989.

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:** 5,000 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 \$1.82500 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. Throughout the Negotiated Rate Term, Shipper shall not be subject to any increased or incremental demand charge, additional surcharge or cost recovery mechanism implemented by Transporter. Shipper shall qualify under this Transportation Agreement to participate in the revenue sharing described in Section 39(b) of Transporter’s FERC Gas 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	TIGT/TPC LOGAN	50017413P 5,000

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

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

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGET	TIGT/TPC ADAMS	9029003850P 5,000

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

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

TALLGRASS INTERSTATE GAS
TRANSMISSION, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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 December 7, 2023, 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 and is the original contract

X effective, upon notification from Trailblazer to Shipper that the 6-inch diameter pipeline and appurtenant facilities to connect Shipper’s renewable diesel facility located at T7N-R9N Section 15 (Latitude 40.579438 Longitude -98.321889) (the “Heartwell Renewable Facility”) with the Trailblazer System (together, such facilities are the “Adams Lateral”) are constructed and ready to provide transportation Service (the “In-Service Date”), this Amendment No. 2 amends and restates FTS Contract No. 955445 effective May 11, 2021, as amended April 22, 2022.

 Capacity rights for this Agreement were released from .

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

 Existing System Capacity
X Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

HEARTWELL RENEWABLES, LLC
2929 ALLEN PARKWAY, SUITE 4100
HOUSTON, TX 77019

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): In-Service Date
 to
 (Date, Period-of-Time or Event): July 31, 2034

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>In-Service Date - July 31, 2024</u>	<u>100</u>
<u>August 1, 2024 - July 31, 2034</u>	<u>8,500</u>

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>In-Service Date - 07/31/2024</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>100</u>	<u>YES</u>
<u>08/01/2024 - 07/31/2034</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>8,500</u>	<u>YES</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>In-Service Date - 07/31/2024</u>	<u>60487</u>	<u>TPC / Heartwell RD Plant Adams</u>	<u>100</u>	<u>NO</u>
<u>08/01/2024 - 07/31/2034</u>	<u>60487</u>	<u>TPC / Heartwell RD Plant Adams</u>	<u>8,500</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:

Pursuant to Section 18.1 of the General Terms and Conditions of the Tariff, Shipper shall have a contractual Right of First Refusal, governed in all other regards by Section 18.2 of the General Terms and Conditions of the Tariff.

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: Heartwell Renewables, LLC

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 December 7, 2023 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Heartwell Renewables, LLC (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated April 22, 2022, and applicable to the Transportation Agreement identified in Section 1.2 below.

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:** Upon notification from Trailblazer to Shipper that the 6-inch diameter pipeline and appurtenant facilities to connect Shipper’s renewable diesel facility located at T7N-R9N Section 15 (Latitude 40.579438 Longitude -98.321889) (the “Heartwell Renewable Facility”) with the Trailblazer System (together, such facilities are the “Adams Lateral”) are constructed and ready to provide transportation Service (the “In-Service Date”) through July 31, 2034.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 955445, dated May 11, 2021, as amended April 22, 2022.

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:**

<u>Period</u>	<u>MDQ</u>
<u>In-Service Date through July 31, 2024</u>	<u>100 Dekatherms per day (“Dth/d”)</u>
<u>August 1, 2024 through July 31, 2034</u>	<u>8,500 Dth/d</u>

1.4 **Negotiated Rate(s):**

Beginning on the “In-Service Date” and continuing through July 31, 2024, Shipper shall pay a monthly charge equal to \$2.13530/Dth/month multiplied by the then applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2.

Beginning on August 1, 2024 and continuing through the end of the Negotiated Rate Term, Shipper shall pay a monthly charge equal to \$11.9204/Dth/month multiplied by the then

applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement identified in Section 1.2.

1.5 Eligible Primary Receipt Point(s):

<u>Term</u>	<u>Name</u>	<u>Location</u>	<u>Eligible Point Maximum</u>	<u>By Displacement</u>
<u>In-Service Date through July 31, 2024</u>	<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>100 Dth/d</u>	<u>Yes</u>
<u>August 1, 2024 through July 31, 2034</u>	<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>8,500 Dth/d</u>	<u>Yes</u>

1.6 Eligible Secondary Receipt Point(s): All Points on Trailblazer

1.7 Eligible Primary Delivery Point(s):

<u>Term</u>	<u>Name</u>	<u>Location</u>	<u>MDDQ</u>	<u>By Displacement</u>
<u>In-Service Date through July 31, 2024</u>	<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>	<u>100 Dth/d</u>	<u>No</u>
<u>August 1, 2024 through July 31, 2034</u>	<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>	<u>8,500 Dth/d</u>	<u>No</u>

1.8 Eligible Secondary Delivery Point(s): All Points on Trailblazer

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 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.

2.4 **Credit.** Shipper must establish credit with Trailblazer in order to receive and continue receiving service, either through satisfaction of the creditworthiness criteria contained in the Tariff (consistent with a credit appraisal under section 14.1(a) of the Tariff General Terms and Conditions (“Tariff GT&C”)) or by supplying Trailblazer with Credit Support (as defined herein).

(i) If Shipper elects to establish credit through satisfaction of the creditworthiness criteria of the Tariff, Trailblazer will perform a credit appraisal of Shipper consistent with section 14.1(a) of the Tariff GT&C. Shipper shall have the right pursuant to section 14.2(c) of the Tariff GT&C to initiate a creditworthiness reevaluation by Trailblazer.

(ii) If Shipper elects to establish its creditworthiness by means of supplying Credit Support, or if upon a credit appraisal of Shipper consistent with section 14.1(a) of the Tariff GT&C, Transporter concludes that Shipper is not creditworthy, Shipper must supply Transporter with “Credit Support,” in the form of (a) a standby irrevocable letter of credit, which will include language acceptable to Transporter and drawn upon a bank acceptable to Transporter (“LC”), (b) a guaranty from one or more entities that satisfies Transporter’s creditworthiness criteria as set forth in the Tariff (“Guaranty”), (c) or a prepayment, which will be deposited in an interest-bearing escrow account if such an escrow account has been established by the Shipper and meets the criteria of section 14.1(c) of the Tariff GT&C (“Prepayment”).

(iii) If Shipper elects to provide a Guaranty(ies), the amount of Guaranty(ies) will be equal to the product of Shipper’s MDQ that is effective from and after August 1, 2024 (as set forth in Section 1.3) times the negotiated reservation rate that is effective from and after August 1, 2024 (as set forth in Section 1.4) times the remaining months in the Negotiated Rate Term less any payments (calculated as the product of Shipper’s MDQ times the negotiated reservation rate) that are not rescinded or otherwise returned upon the insolvency, bankruptcy or reorganization of Shipper, or any other applicable law received by Transporter from Shipper after September 1, 2024.

(iv) If Shipper elects to provide an LC or Prepayment, the amount of Credit Support will be equal to the product of Shipper’s MDQ that is effective from and after August 1, 2024 (as set forth in Section 1.3) times the negotiated reservation rate that is effective from and after August 1, 2024 (as set forth in Section 1.4) times the remaining months in the

Negotiated Rate Term. Such Credit Support shall be reduced no more frequently than quarterly and shall be reduced in an amount equal to any payments (calculated as the product of Shipper’s MDQ times the negotiated reservation rate) that are not rescinded or otherwise returned upon the insolvency, bankruptcy or reorganization of Shipper, or any other applicable law received by Transporter from Shipper after September 1, 2024. To reduce such Credit Support, Shipper shall comply with the following procedure:

1. Shipper contacts Transporter to request that the Credit Support be reduced to amount calculated as set for above.
2. If Shipper is current on all payments, Transporter will reply to Shipper to confirm that Shipper may proceed with the scheduled reduction and confirm amount.
3. Shipper to coordinate with Shipper’s bank and Shipper’s bank will provide Transporter with the reduction instrument, that will be in a form and substance acceptable to Transporter.

(v) Subject to the next sentence of this paragraph, Shipper shall maintain the Credit Support so long as Shipper has any outstanding obligation to, or there is an unresolved claim by or payment owed to, Trailblazer. If at any time, Shipper becomes creditworthy pursuant to section 14.1(a) of the Tariff GT&C, then upon Shipper’s notice and delivery to Trailblazer of evidence establishing the creditworthiness of Shipper pursuant to section 14.1(a) of the Tariff GT&C, Trailblazer shall promptly release any Credit Support provided by Shipper hereunder and no Credit Support will be required to be maintained by Shipper for as long as Shipper is deemed creditworthy pursuant to the terms set forth herein. If at any time, Shipper fails to remain creditworthy pursuant to section 14.1(a) of the Tariff GT&C, Shipper shall again establish and maintain Credit Support, in an amount equal to Shipper’s MDQ times the negotiated reservation rate that is effective from and after August 1, 2024 (as set forth in Section 1.4) times the number of months remaining in the Negotiated Rate Term, which shall be reduced consistent with the procedure set forth in this Section 2.4, for so long as Shipper has any outstanding obligation to, or there is an unresolved claim by or payment owed to, Trailblazer or until deemed creditworthy as provided above.

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

HEARTWELL RENEWABLES, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Reserved for future use.

Reserved for future use.

~~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 June 11, 2018, 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 April 1, 2019 and is the original contract~~

~~_____ effective _____, this Amendment No. ___ amends and restates~~

~~_____ FTS Contract No. _____ effective _____;~~

~~_____ Capacity rights for this Agreement were released from _____.~~

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

~~Existing System Capacity~~

~~Expansion System Capacity~~

3. ~~SHIPPER'S NAME AND ADDRESS:~~

~~_____~~

~~KOCH ENERGY SERVICES, LLC
20 GREENWAY PLAZA, 8TH FLOOR
HOUSTON, TX 77046~~

4. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): April 1, 2019~~

~~_____ to~~

~~_____ (Date, Period of Time or Event): March 31, 2024~~

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

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~April 1, 2019 — March 31, 2024 _____ 9,111~~

~~_____~~
~~_____~~

~~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)
04/01/2019 – 03/31/2024	5001	WIC/TPC DULL KNIFE WELD	9,111	NO

~~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)
04/01/2019 – 03/31/2024	902901	NNG/TPC BEATRICE GAGE	9,111	NO

~~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 12 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: Koch Energy Services, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Agreement”) is entered into this 11th day of June 2018 (“Agreement Date”), by and between Trailblazer Pipeline Company LLC (“TPC”) and Koch Energy Services, LLC (“Shipper”).~~

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

~~Note: Capitalized terms, unless herein defined, shall have the meaning set forth in the Tariff and in the Transportation Agreement.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From April 1, 2019 through March 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 950560, dated June 11, 2018. This Agreement is incorporated by reference as part of the Transportation Agreement for all purposes.~~

~~1.3 **Negotiated Rates:**~~

~~For each month of the Negotiated Rate Term, Shipper shall pay a Fixed Negotiated Reservation Rate of \$4.1914 per dekatherm per month (“Dth/m”) multiplied by the applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff as of the Agreement Date, as each may change from time to time during the Negotiated Rate Term. Notwithstanding the foregoing, throughout the Negotiated Rate Term, Shipper’s service under the Transportation Agreement shall not be subject to any new incremental demand charge, additional surcharge or cost recovery mechanism added to the Tariff after the Agreement Date.~~

~~1.4 **Eligible Firm Transportation Quantity:** 9,111 dekatherms per day (“Dth/d”).~~

~~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	9,111

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

~~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	9,111

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

**ARTICLE 2
 NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rates shall apply only to service provided to Shipper by TPC under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this 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 Eligible Firm~~

~~Transportation Quantity. — For service provided under the Transportation Agreement within the terms in the preceding sentence, TPC shall adjust the incremental reservation and/or authorized overrun charges to achieve the negotiated reservation rate stated in Section 1.3, plus any additional incremental charge(s) as indicated in Sections 1.6 and 1.8.~~

~~2.2 — **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Agreement or agreed to in writing by TPC, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 — **Capacity Releases.** Shipper acknowledges that, in the event of a full capacity release under the Transportation Agreement, 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, 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 Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.32 NRA Reserved
Section Version: 1.0.0

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

TRAILBLAZER PIPELINE _____
COMPANY LLC _____
(“TPC”) _____

KOCH ENERGY SERVICES, LLC _____
(“Shipper”) _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Reserved for future use.

~~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 June 11, 2018, 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 April 1, 2019 and is the original contract~~

~~_____ effective _____, this Amendment No. ___ amends and restates~~

~~_____ FTS Contract No. _____ effective _____.~~

~~_____ Capacity rights for this Agreement were released from _____.~~

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

~~Existing System Capacity~~

~~Expansion System Capacity~~

3. ~~SHIPPER’S NAME AND ADDRESS:~~

~~_____
MORGAN STANLEY CAPITAL GROUP INC.
1585 BROADWAY, 3RD FLOOR
NEW YORK, NY 10036~~

4. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): April 1, 2019~~

~~_____ to~~

~~_____ (Date, Period of Time or Event): March 31, 2024~~

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

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~April 1, 2019 – March 31, 2024 22,778~~

~~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)
04/01/2019–03/31/2024	5001	WIC/TPC DULL KNIFE WELD	22,778	NO

~~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)
04/01/2019–03/31/2024	902900	TPC/NGPL GAGE	22,778	NO

~~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 12 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: ~~Morgan Stanley Capital Group Inc.~~

Signature: _____

Title: _____

Transporter Approval:

Transporter: ~~Trailblazer Pipeline Company LLC~~

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Agreement”) is entered into this 11th day of June 2018 (“Agreement Date”), by and between Trailblazer Pipeline Company LLC (“TPC”) and Morgan Stanley Capital Group Inc. (“Shipper”).~~

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

~~Note: Capitalized terms, unless herein defined, shall have the meaning set forth in the Tariff and in the Transportation Agreement.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From April 1, 2019 through March 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 950561, dated June 11, 2018. This Agreement is incorporated by reference as part of the Transportation Agreement for all purposes.~~

~~1.3 **Negotiated Rates:**~~

~~For each month of the Negotiated Rate Term, Shipper shall pay a Fixed Negotiated Reservation Rate of \$4.1914 per dekatherm per month (“Dth/m”) multiplied by the applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff as of the Agreement Date, as each may change from time to time during the Negotiated Rate Term. Notwithstanding the foregoing, throughout the Negotiated Rate Term, Shipper’s service under the Transportation Agreement shall not be subject to any new incremental demand charge, additional surcharge or cost recovery mechanism added to the Tariff after the Agreement Date.~~

~~1.4 **Eligible Firm Transportation Quantity:** 22,778 dekatherms per day (“Dth/d”).~~

~~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	22,778

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

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

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
NGPL/TPC GAGE	902900	22,778

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

**ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rates shall apply only to service provided to Shipper by TPC under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this 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 Eligible Firm Transportation Quantity. For service provided under the Transportation Agreement within the~~

~~terms in the preceding sentence, TPC shall adjust the incremental reservation and/or authorized overrun charges to achieve the negotiated reservation rate stated in Section 1.3, plus any additional incremental charge(s) as indicated in Sections 1.6 and 1.8.~~

~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Agreement or agreed to in writing by TPC, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a full capacity release under the Transportation Agreement, 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, Shipper must specify in the capacity release offer all rights, including without limitation the applicable rate(s), to be transferred to the replacement shipper.~~

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

~~TRAILBLAZER PIPELINE
COMPANY LLC
("TPC")~~

~~MORGAN STANLEY CAPITAL
GROUP INC.
("Shipper")~~

~~By: _____~~

~~By: _____~~

~~Name: _____~~

~~Name: _____~~

~~Title: _____~~

~~Title: _____~~

Reserved for future use.

~~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 June 11, 2018, 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 April 1, 2019 and is the original contract~~

~~_____ effective _____, this Amendment No. ___ amends and restates~~

~~_____ FTS Contract No. _____ effective _____.~~

~~_____ Capacity rights for this Agreement were released from _____.~~

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

~~Existing System Capacity~~

~~Expansion System Capacity~~

3. ~~SHIPPER’S NAME AND ADDRESS:~~

~~CIMA ENERGY, LP
1400 WEWATTA ST., SUITE 340
DENVER, CO 80202~~

4. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): April 1, 2019~~

~~_____ to~~

~~_____ (Date, Period of Time or Event): March 31, 2024~~

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

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~April 1, 2019 - March 31, 2024~~

~~9,111~~

~~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)
04/01/2019–03/31/2024	5001	WIC/TPC DULL KNIFE WELD	9,111	NO

~~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)
04/01/2019–03/31/2024	902900	TPC/NGPL GAGE	9,111	NO

~~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 12 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: CIMA Energy, LP

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

~~This Firm Transportation Negotiated Rate Agreement (“Agreement”) is entered into this 11th day of June 2018 (“Agreement Date”), by and between Trailblazer Pipeline Company LLC (“TPC”) and CIMA Energy, LP (“Shipper”).~~

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

~~Note: Capitalized terms, unless herein defined, shall have the meaning set forth in the Tariff and in the Transportation Agreement.~~

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

~~1.1 **Negotiated Rate Term:** From April 1, 2019 through March 31, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 950562, dated June 11, 2018. This Agreement is incorporated by reference as part of the Transportation Agreement for all purposes.~~

~~1.3 **Negotiated Rates:**~~

~~For each month of the Negotiated Rate Term, Shipper shall pay a Fixed Negotiated Reservation Rate of \$4.1914 per dekatherm per month (“Dth/m”) multiplied by the applicable Eligible Firm Transportation Quantity for such month for service under the Transportation Agreement, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff as of the Agreement Date, as each may change from time to time during the Negotiated Rate Term. Notwithstanding the foregoing, throughout the Negotiated Rate Term, Shipper’s service under the Transportation Agreement shall not be subject to any new incremental demand charge, additional surcharge or cost recovery mechanism added to the Tariff after the Agreement Date.~~

~~1.4 **Eligible Firm Transportation Quantity:** 9,111 dekatherms per day (“Dth/d”).~~

~~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	9,111

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

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

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	9,111

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

<u>NAME</u>	<u>LOCATION</u>
ALL POINTS	

**ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES**

~~2.1 **General Negotiated Rate Limitations.** The Negotiated Rates shall apply only to service provided to Shipper by TPC under the Transportation Agreement (and any related capacity release replacement agreements) that meets all of the parameters identified in Article 1 (Negotiated Rate Parameters) of this 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 Eligible Firm Transportation Quantity. For service provided under the Transportation Agreement within the terms in the preceding sentence, TPC shall adjust the incremental reservation and/or authorized~~

~~overrun charges to achieve the negotiated reservation rate stated in Section 1.3, plus any additional incremental charge(s) as indicated in Sections 1.6 and 1.8.~~

~~2.2 **Applicable Maximum Rates, Charges, and Surcharges.** Unless otherwise expressly provided in this Agreement or agreed to in writing by TPC, all applicable maximum rates, charges, surcharges, and penalties of any nature set forth in the Tariff, as may be revised from time to time, shall apply to service provided to Shipper under the Transportation Agreement.~~

~~2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a full capacity release under the Transportation Agreement, 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, Shipper must specify in the capacity release offer all rights, including without limitation the applicable rate(s), to be transferred to the replacement shipper.~~

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

~~TRAILBLAZER PIPELINE _____
COMPANY LLC _____
("TPC") _____~~

~~CIMA Energy, LP _____
("Shipper") _____~~

~~By: _____~~

~~By: _____~~

~~Name: _____~~

~~Name: _____~~

~~Title: _____~~

~~Title: _____~~

Reserved for future use.**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 June 4, 2018, 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 April 1, 2019 and is the original contract~~

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

~~_____ Capacity rights for this Agreement were released from _____.~~

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

~~_____ Existing System Capacity~~

~~Expansion System Capacity~~

3. ~~SHIPPER'S NAME AND ADDRESS:~~

~~NORTHWESTERN CORP. D/B/A NORTHWESTERN
ENERGY
600 MARKET STREET W., PO BOX 1318
HURON, SD 57350-1318~~

4. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): April 1, 2019~~

~~_____ to~~

~~_____ (Date, Period of Time or Event): March 31, 2029~~

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

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~April 1, 2019 – March 31, 2029 _____ 13,000~~

~~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)
04/01/2019–03/31/2029	5001	WIC/TPC DULL KNIFE WELD	13,000	NO

~~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)
04/01/2019–03/31/2029	902901	NNG/TPC BEATRICE GAGE	13,000	NO

~~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 Corp. 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 (“Agreement”) is entered into on June 7, 2022 (“Agreement Date”), by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Northwestern Corp. D/B/A Northwestern Energy (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreement between the parties hereto, dated June 4, 2018, and applicable to the Transportation Agreement identified in Section 1.2 below.~~

~~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 services 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 July 1, 2022 through March 31, 2029.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion Capacity, Agreement No. 950547, dated June 4, 2018.
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):**~~

NAME	LOCATION	ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)
-----------------	---------------------	--

~~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 Agreement or agreed to in writing by Trailblazer, all applicable maximum rates, charges,~~

~~surcharges, 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 Agreement to become effective as of the Agreement Date set forth above.~~

~~TRAILBLAZER PIPELINE _____ NORTHWESTERN CORP. D/B/A
COMPANY LLC _____ NORTHWESTERN ENERGY
("Trailblazer") _____ ("Shipper") _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~

Reserved for future use.**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 October 30, 2023, 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 November 1, 2023 and is the original contract~~

~~effective _____, this Amendment No. ___ amends and restates~~

~~_____ FTS Contract No. _____ effective _____~~

~~Capacity rights for this Agreement were released from Fundare Resources Operating Company, LLC under contract No. 956183 dated October 28, 2021 with a term of November 1, 2021 through February 29, 2024.~~

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

~~Existing System Capacity~~

~~Expansion System Capacity~~

3. ~~SHIPPER'S NAME AND ADDRESS:~~

~~MOONRISE MIDSTREAM, LLC
5251 DTC PKWY SUITE 950
GREENWOOD VILLAGE, CO 80111~~

4. ~~TERM OF SERVICE:~~

~~_____ (Date, Period of Time or Event): November 1, 2023~~

~~_____ to~~

~~_____ (Date, Period of Time or Event): February 29, 2024~~

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

~~_____ (Date, Period of Time or Event) _____ MDQ~~

~~November 1, 2023 — February 29, 2024 40,000~~

~~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)
11/01/2023– 02/29/2024	56111	FUNDARE/TPC REDTAIL WELD	40,000	NO

~~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)
11/01/2023– 02/29/2024	5001	WIC/TPC DULL KNIFE WELD	40,000	YES

~~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: Moonrise Midstream, LLC
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 October 30, 2023 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Moonrise Midstream, LLC (“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 November 1, 2023 through February 29, 2024.~~

~~1.2 Transportation Agreement: Rate Schedule FTS using Existing System Capacity, Agreement No. 959328, dated October 30, 2023.~~

~~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: 40,000 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 \$4.56000 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.~~

~~To the extent that Shipper exercises its secondary point rights for delivery to points located east of the Fundare/TPC Redtail Weld Point (PIN number 56111) (“Forward Haul Transport”), Shipper shall pay the above mentioned Fixed Negotiated Reservation Rate for the full MDQ plus an added volumetric rate charge equal to the maximum Tariff rate for Rate Schedule FTS service, plus all applicable tariff surcharges, including fuel, on the total quantity of gas delivered on the Forward Haul Transport, as such rates and surcharges may be amended and approved by the FERC from time to time.~~

~~Negotiated FL&U Percent: With respect only to transport from the Eligible Primary Receipt Point (identified in Section 1.6 below) to the Eligible Primary Delivery Point or the Eligible~~

~~Secondary Delivery Points (identified in Sections 1.8 and 1.9 below, respectively) the FL&U will be 0.10%. For transport between any other combination of receipt and delivery points, the FL&U charged will be the fuel percentage as then stated in the Trailblazer Tariff, as it may be amended from time to time.~~

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

NAME	LOCATION	ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)
FUNDARE/TPC REDTAIL WELD	56111	40,000

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

NAME	LOCATION
N/A	

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

NAME	LOCATION	ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)
WIC/TPC DULL KNIFE WELD	5001	40,000

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

NAME	LOCATION
CIG/TPC TOMAHAWK WELD	3856
PSCC/TPC ACCTG WELD	3907
TPC/REX LONE TREE WELD	42717D
DEL	

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 Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.62 NRA Reserved
Section Version: 6.0.0

~~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 _____ MOONRISE MIDSTREAM, LLC
COMPANY LLC _____~~

~~By: _____ By: _____~~

~~Name: _____ Name: _____~~

~~Title: _____ Title: _____~~