



Trailblazer Pipeline Company LLC

December 23, 2024

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

Re: Trailblazer Pipeline Company LLC
Negotiated Rate Agreements and Amendments
Docket No. RP25-____-000

Dear 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 tariff sections listed in Appendix A (the "Proposed Tariff Sections") to become effective on December 24, 2024.

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;
4. Appendices A through C; and
5. 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 fourteen new negotiated rate transportation service agreements ("TSAs") between Trailblazer and various Shippers as reflected in Appendix B.

Copies of the TSAs are attached hereto. The contracts have effective dates of December 24, 2024.² Pursuant to Section 33 of the General Terms and Conditions of its Tariff, Trailblazer has authority to

¹ 18 CFR § 154 (2024).

² The TSAs have language indicating an effective date of "the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as 'Abandoned Facilities.'" FERC will be notified in a separate filing under Docket No. CP22-468 that the final abandonment date is December 24, 2024.

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").³ 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 the new TSAs, together with the Proposed Tariff Sections, of which the tariff section labeled "Negotiated Rates," Version No. 73.0.0 lists the subject agreements, including, *inter alia*, the shippers' names, contract numbers, and contract terms, as well as references to this instant filing.

Trailblazer hereby affirms that the TSAs identified above do 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 December 24, 2024, consistent with the effective date of the TSAs.

Additionally, Trailblazer is submitting multiple amended and restated negotiated rate TSAs as reflected in Appendix C. Trailblazer will be replacing the on-file transportation service agreements for those contracts listed in Appendix C. The changes to the amended and restated agreements include updating contracts to reflect changes in the rate terms, the primary and secondary receipt and delivery points, rollover provisions, maximum daily quantities, and the rate and capacity release language in Section 2.3 of the TSAs.⁴

The amendments, copies of which are attached hereto, have effective dates of December 24, 2024. Trailblazer is filing the amended and restated TSAs together with the Proposed Tariff Sections, which set forth the shippers' names and contract terms.

Housekeeping Matters

As part of this filing, Trailblazer is also reflecting in the Proposed Tariff Sections the following housekeeping changes, with the proposed effective date of December 24, 2024:

Sixth Revised Volume No. 1:

Negotiated Rates, Version No. 73.0.0

- Footnote Nos. 6 and 9: Add the appropriate docket number to the footnotes.
- Remove the reference to Contract No. 950587, as the contract expired on June 30, 2024.
- Remove the reference to Contract No. 959630, as the contract expired on November 30, 2024.

³ *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").

⁴ Pursuant to Section 3 of the Precedent Agreement for Right to Extend Firm Transportation Service Agreement between Trailblazer and Shipper (June 1, 2022).

First Revised Volume No. 2:

Table of Contents – Volume No. 2, Section Version 59.0.0

- Remove the reference to Contract No. 950587, as the contract expired on June 30, 2024.
- Remove the reference to Contract No. 959630, as the contract expired on November 30, 2024.

Section 2.9 NRA Reserved, Version 8.0.0

- Remove Contract No. 959630, as it expired on November 30, 2024, and reserve for future use.

Section 2.36 NRA Reserved, Version 5.0.0

- Remove Contract No. 950587, as it expired on June 30, 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 December 24, 2024. 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.⁵

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 December 24, 2024. If the Commission suspends the Proposed Tariff Sections, Trailblazer hereby moves to place the accepted Proposed Tariff Sections into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs Trailblazer to change any aspect of Trailblazer's proposal prior to these Proposed Tariff Sections becoming effective, Trailblazer reserves the right to file a later motion to place the Tariff Sections into effect.

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

⁵ 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, Secretary

December 23, 2024

Page 4 of 4

Communications and Service

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
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A copy of this filing is being served on Trailblazer's customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at Trailblazer's office in Lakewood, Colorado.

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.

Respectfully submitted,



L. Drew Cutright
Vice President, Regulatory Affairs
Tallgrass Energy, LP

Authorized Representative of Trailblazer Pipeline Company LLC

<u>Section Name</u>	<u>Section Version</u>
Sixth Revised Volume No. 1	
Negotiated Rates	73.0.0
First Revised Volume No. 2	
Table of Contents – Volume No. 2	59.0.0
Section 2.1 NRA Macquarie K# 955177	3.0.0
Section 2.2 NRA TIGT K# 901362	7.0.0
Section 2.4 NRA UET K# 948679	6.0.0
Section 2.5 NRA Tenaska K# 935680	8.0.0
Section 2.7 NRA UET K# 928389	5.0.0
Section 2.8 NRA UET K# 948164	5.0.0
Section 2.9 NRA Reserved	8.0.0
Section 2.11 NRA Twin Eagle K# 948646	3.0.0
Section 2.12 NRA Macquarie K# 947961	2.0.0
Section 2.13 NRA Anadarko K# 934288	2.0.0
Section 2.14 NRA Morgan Stanley K# 949230	2.0.0
Section 2.15 NRA Morgan Stanley K# 949234	2.0.0
Section 2.16 NRA Morgan Stanley K# 949232	2.0.0
Section 2.17 NRA Morgan Stanley K# 950586	6.0.0
Section 2.19 NRA Macquarie K# 950125	2.0.0
Section 2.20 NRA TIGT K# 948183	3.0.0
Section 2.21 NRA CIMA K# 949746	2.0.0
Section 2.22 NRA Macquarie K# 933697	4.0.0
Section 2.24 NRA Macquarie K# 953055	2.0.0
Section 2.25 NRA Koch Energy K# 950446	2.0.0
Section 2.26 NRA BP Energy K# 950447	2.0.0
Section 2.27 NRA Green Plains K# 950448	2.0.0
Section 2.28 NRA Koch K# 953014	2.0.0
Section 2.29 NRA TIGT K# 954465	2.0.0
Section 2.32 NRA Koch K# 950560	2.0.0
Section 2.33 NRA Morgan Stanley K# 950561	2.0.0
Section 2.34 NRA CIMA K# 950562	2.0.0
Section 2.36 NRA Reserved	5.0.0
Section 2.37 NRA Citadel K# 950588	5.0.0
Section 2.39 NRA Chevron K# 912541	7.0.0
Section 2.40 NRA PRG K# 932549	7.0.0
Section 2.41 NRA Shell Energy K# 933225	7.0.0
Section 2.42 NRA Macquarie K# 948519	7.0.0
Section 2.43 NRA Tenaska K# 949617	7.0.0
Section 2.44 NRA ECGS K# 952944	4.0.0
Section 2.45 NRA Tenaska K# 952995	4.0.0
Section 2.46 NRA Mico K# 952996	2.0.0
Section 2.49 NRA City of Hastings K# 907621	1.0.0
Section 2.51 NRA ConocoPhillips K# 930470	1.0.0
Section 2.52 NRA CIMA K# 930966	1.0.0
Section 2.53 NRA Devlar K# 931914	1.0.0

<u>Section Name</u>	<u>Section Version</u>
Section 2.54 NRA Summit K# 937518	1.0.0
Section 2.55 NRA Mieco K# 946747	2.0.0
Section 2.57 NRA ECGS K# 947649	1.0.0
Section 2.58 NRA ECGS K# 954086	4.0.0
Section 2.59 NRA Mid America K# 949143	1.0.0
Section 2.60 NRA Koch K# 949144	1.0.0
Section 2.63 NRA Woodriver K# 950411	1.0.0
Section 2.65 NRA Tenaska K# 954835	3.0.0
Section 2.66 NRA NorthWestern K# 959709	3.0.0

<u>Shipper</u>	<u>Contract No.</u>
CIMA Energy, LP	950562
East Cheyenne Gas Storage, LLC	952944
East Cheyenne Gas Storage, LLC	954086
Green Plains Trade Group, LLC	950448
Koch Energy Services, LLC	950446
Koch Energy Services, LLC	950560
Koch Energy Services, LLC	953014
Macquarie Energy LLC	933697
Macquarie Energy LLC	953055
Mieco, Inc.	952996
Morgan Stanley Capital Group Inc.	950561
Tallgrass Interstate Gas Transmission, LLC	948183
Tallgrass Interstate Gas Transmission, LLC	954465
Tenaska Marketing Ventures	952995

<u>Shipper</u>	<u>Contract No.</u>
Anadarko Energy Services Company	934288
BP Energy Company	950447
Chevron U.S.A. Inc.	912541
CIMA Energy, LP	930966
CIMA Energy, LP	949746
Citadel Energy Marketing LLC	950588
City of Hastings, Hastings Utilities	907621
ConocoPhillips Company	930470
Devlar Energy Marketing, L.L.C.	931914
East Cheyenne Gas Storage, LLC	947649
Koch Energy Services, LLC	949144
Macquarie Energy LLC	947961
Macquarie Energy LLC	948519
Macquarie Energy LLC	950125
Macquarie Energy LLC	955177
Mid America Agri Products/Wheatland, LLC	949143
Mieco, Inc.	946747
Morgan Stanley Capital Group Inc.	949230
Morgan Stanley Capital Group Inc.	949232
Morgan Stanley Capital Group Inc.	949234
Morgan Stanley Capital Group Inc.	950586
NorthWestern Energy Public Service Corporation D/B/A NorthWestern Energy PRG, LC	959709
PRG, LC	932549
Shell Energy North America (US), L.P.	933225
Summit Energy LLC	937518
Tallgrass Interstate Gas Transmission, LLC	901362
Tenaska Marketing Ventures	935680
Tenaska Marketing Ventures	949617
Tenaska Marketing Ventures	954835
Twin Eagle Resource Management, LLC	948646
United Energy Trading, LLC	928389
United Energy Trading, LLC	948164
United Energy Trading, LLC	948679
Woodriver Energy LLC	950411

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 24, 2024 through March 31, 2027	12,869	12/	12	12	12
Concord Energy LLC	FTS 947595	November 1, 2019 through December 31, 2026	82,780	5/	5/	5/	5/
United Energy Trading, LLC	FTS 948679	December 24, 2024 through February 28, 2029	1,102	4/	4/	4/	4/
United Energy Trading, LLC	FTS 928389	December 24, 2024 through December 31, 2027	2,573	12	12	12	12
United Energy Trading, LLC	FTS 948164	December 24, 2024 through December 31, 2027	5,951	12	12	12	12
Tallgrass Interstate Gas Transmission, LLC	FTS 901362	December 24, 2024 through December 31, 2037	5,000	9/	9/	9/	9/
Twin Eagle Resource Management, LLC	FTS 948646	December 24, 2024 through March 31, 2027	10,000	12	12	12	12

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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	December 24, 2024 through December 31, 2027	21,200	18/	18/	18/	18/
Anadarko Energy Services Company	FTS 934288	December 24, 2024 through March 31, 2027	36,396	7/	7/	7/	7/
Morgan Stanley Capital Group Inc.	FTS 949230	December 24, 2024 through December 31, 2027	5,600	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949234	December 24, 2024 through December 31, 2027	4,320	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949232	December 24, 2024 through December 31, 2027	21,200	18/	18/	18/	18/
Macquarie Energy LLC	FTS 950125	December 24, 2024 through March 31, 2026	30,000	14/	14/	14/	14/
CIMA ENERGY, LP	FTS 949746	December 24, 2024 through March 31, 2028	5,000	12	12	12	12
BP Energy Company	FTS 950447	December 24, 2024 through March 31, 2026	5,250	22/	22/	22/	22/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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	December 24, 2024 through June 30, 2026	12-24-2024 to 6-30-2025 5,000 7-1-2025 to 10-31-2025 0 11-1-2025 to 6/30/2026 5,000	19/	19/	19/	19/
Citadel Energy Marketing LLC	FTS 950588	December 24, 2024 through June 30, 2026	12-24-2024 to 6-30-2025 15,024 7-1-2025 to 10-31-2025 0 11-1-2025 to 6/30/2026 15,024	19/	19/	19/	19/
Chevron U.S.A. Inc.	FTS 912541	December 24, 2024 through July 31, 2029	20,000	18/	18/	18/	18/
PRG. LC	FTS 932549	December 24, 2024 through December 31, 2026	368	18/	18/	18/	18/
Shell Energy North America (US), L.P.	FTS 933225	December 24, 2024 through December 31, 2026	75,000	18/	18/	18/	18/
Macquarie Energy LLC	FTS 948519	December 24, 2024 through October 31, 2028	734	18/	18/	18/	18/
Tenaska Marketing Ventures	FTS 949617	December 24, 2024 through March 31, 2028	39,967	18/	18/	18/	18/
City Of Hastings, Hastings Utilities	FTS 907621	December 24, 2024 through December 31, 2027	14,840	12	12	12	12

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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	December 24, 2024 through October 31, 2028	5,000	12	12	12	12
CIMA Energy, LP	FTS 930966	December 24, 2024 through December 31, 2027	1,103	12	12	12	12
Devlar Energy Marketing, L.L.C.	FTS 931914	December 24, 2024 through October 2, 2055	2,942	12	12	12	12
Summit Energy LLC	FTS 937518	December 24, 2024 through March 31, 2135	367	12	12	12	12
Mieco, Inc.	FTS 946747	December 24, 2024 through December 31, 2027	44,867	12	12	12	12
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	December 24, 2024 through March 31, 2029	4,540	12	12	12	12

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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	December 24, 2024 through December 31, 2026	3,500	12	12	12	12
Koch Energy Services, LLC	FTS 949144	December 24, 2024 through December 31, 2026	9,336	12	12	12	12
WoodRiver Energy LLC	FTS 950411	December 24, 2024 through August 31, 2028	736	12	12	12	12
Tenaska Marketing Ventures	FTS 954835	December 24, 2024 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	December 24, 2024 through March 31, 2026	14,000	15/	15/	15/	15/
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: 73.0.0

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/
NorthWestern Energy Public Service Corporation D/B/A NorthWestern Energy	FTSX 959709	December 24, 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/
Tallgrass Interstate Gas Transmission, LLC	FTS 948183	December 24, 2024 through October 31, 2029	105,500	8/	8/	8/	8/
Macquarie Energy LLC	FTS 933697	December 24, 2024 through March 31, 2026	12-24-2024 to 3-31-2025 15,000 4-1-2025 to 10-31-2025 0 11-1-2025 to 3/31/2026 15,000	8/	8/	8/	8/
Macquarie Energy LLC	FTS 953055	December 24, 2024 through December 31, 2030	855	8/	8/	8/	8/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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 950446	December 24, 2024 through March 31, 2026	5,250	8/	8/	8/	8/
Green Plains Trade Group, LLC	FTS 950448	December 24, 2024 through March 31, 2026	5,250	8/	8/	8/	8/
Koch Energy Services, LLC	FTS 953014	December 24, 2024 through June 30, 2031	855	8/	8/	8/	8/
Tallgrass Interstate Gas Transmission, LLC	FTS 954465	December 24, 2024 through October 31, 2031	5,985	8/	8/	8/	8/
Koch Energy Services, LLC	FTS 950560	December 24, 2024 through March 31, 2027	9,111	8/	8/	8/	8/
Morgan Stanley Capital Group Inc.	FTS 950561	December 24, 2024 through March 31, 2027	22,778	8/	8/	8/	8/
CIMA Energy, LP	FTS 950562	December 24, 2024 through March 31, 2027	9,111	8/	8/	8/	8/
East Cheyenne Gas Storage, LLC	FTS 952944	December 24, 2024 through March 31, 2026	55,000	8/	8/	8/	8/

Trailblazer Pipeline Company LLCFERC Gas Tariff
6th Revised Volume No. 1Negotiated Rates
Section Version: 73.0.0

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 952995	December 24, 2024 through March 31, 2026	6,667	8/	8/	8/	8/
MIECO, INC	FTS 952996	December 24, 2024 through March 31, 2026	6,667	8/	8/	8/	8/
East Cheyenne Gas Storage, LLC	FTS 954086	December 24, 2024 through October 31, 2026	6,667	8/	8/	8/	8/

- 1/ Reserved for future use.
- 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 and further amended on December 23, 2024 in Docket No. RP25-____.
- 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 and further amended on December 23, 2024 in Docket No. RP25-____.
- 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. RP24-621.
- 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 and on December 23, 2024 in Docket No. RP25-____.
- 8/ This information is set out in the executed negotiated agreement filed with the FERC on December 23, 2024 in Docket No. RP25-____.
- 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. RP24-621 and on December 23, 2024 in Docket No. RP25-____.
- 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 and further amended on December 23, 2024 in Docket No. RP25-____.
- 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/ 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 December 23, 2024 in Docket No. RP25-____.
- 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 and further amended on December 23, 2024 in Docket No. RP25-____.
- 15/ This information is set out in the executed negotiated agreement filed with the FERC on March 31, 2022 in Docket No. RP22-760 and further amended on December 23, 2024 in Docket No. RP25-____.
- 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 and further amended on December 23, 2024 in Docket No. RP25-____.
- 19/ This information is set out in the executed negotiated agreement filed with the FERC on October 30, 2019 at Docket No. RP20-132 and further amended on December 23, 2024 in Docket No. RP25-____.
- 20/ Reserved for future use.
- 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 and on December 23, 2024 in Docket No. RP25-____.

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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
Reserved	Section 2.9 Reserved
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
Tallgrass Interstate Gas Transmission, LLC K# 948183	Section 2.20 TIGT K# 948183
CIMA Energy, Ltd. K#949746	Section 2.21 CIMA K# 949746
Macquarie Energy LLC K#933697	Section 2.22 Macquarie K# 933697
Concord Energy LLC K# 955367	Section 2.23 Concord K# 955367
Macquarie Energy LLC K#953055	Section 2.24 Macquarie K# 953055
Koch Energy Services, LLC K# 950446	Section 2.25 Koch K# 950446
BP Energy Company K# 950447	Section 2.26 BP K# 950447
Green Plains Trade Group, LLC K# 950448	Section 2.27 Green Plains K# 950448

Koch Energy Services, LLC K# 953014	Section 2.28 Koch K# 953014
Tallgrass Interstate Gas Transmission, LLC K# 954465	Section 2.29 TIGT K# 954465
Reserved	Section 2.30 Reserved
Reserved	Section 2.31 Reserved
Koch Energy Services, LLC K# 950560	Section 2.32 Koch K# 950560
Morgan Stanley Capital Group Inc. K# 950561	Section 2.33 Morgan Stanley K#950561
CIMA Energy, LP K# 950562	Section 2.34 CIMA K# 950562
Reserved	Section 2.35 Reserved
Reserved	Section 2.36 Reserved
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
East Cheyenne Gas Storage, LLC K# 952944	Section 2.44 ECGS K# 952944
Tenaska Marketing Ventures K# 952995Reserved	Section 2.45 Tenaska K# 952995
Mieco, Inc. K# 952996Reserved	Section 2.46 Mieco K# 952996
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
East Cheyenne Gas Storage, LLC K# 954086	Section 2.58 ECGS K# 954086
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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” April 1, 2022, this Amendment No. 2 amends and restates FTS Contract No. 955177 effective March 23, 2021

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:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): April 1, 2021
to

(Date, Period-of-Time or Event): March 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date</u>	<u>14,000</u>
<u>of all the facilities referred to in Docket</u>	
<u>No. CP22-468-000 as “Abandoned</u>	
<u>Facilities” - March 31, 2026</u>	

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>14,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>14,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

None

Lump-sum payment of _____

Monthly fee of _____ through _____

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Macquarie Energy LLC
Signature: _____
Title: _____

FIRM TRANSPORTATION

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC
Signature: _____
Title: _____

NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Macquarie Energy 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 September 17, 2021, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 955177, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 14,000 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer: NONE

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer: NONE

**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 capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.1 NRA Macquarie K# 955177
Section Version: 3.0.0

shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MACQUARIE ENERGY LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 15 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”):

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – December 31, 2037</u>	<u>5,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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 21, 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 January 29, 2024, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2037.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 901362, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.2 NRA TIGT K# 901362
Section Version: 7.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer, The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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: _____

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.2 NRA TIGT K# 901362
Section Version: 7.0.0

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 948679 effective July 24, 2015

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:

UNITED ENERGY TRADING, LLC
225 UNION BLVD., STE 200
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2015
to
(Date, Period-of-Time or Event): February 28, 2029

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - February 28, 2029</u>	<u>1,102</u>
_____	_____
_____	_____

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 02/28/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>1,102</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 02/28/2029</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>1,102</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: United Energy Trading, 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **United Energy Trading, LLC** (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the Firm Transportation Negotiated Rate Agreement the parties hereto, dated November 26, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through February 28, 2029.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 948679, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 1,102 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.4 NRA UET K# 948679
Section Version: 6.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

UNITED ENERGY TRADING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 7 amends and restates FTS Contract No. 935680 effective May 22, 2008 and replaces and terminates Contract No. 948563 with an MDQ of 1,839 Dth/d.

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:

TENASKA MARKETING VENTURES
1225 17TH STREET, STE. 2460
DENVER, CO 80202

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): June 1, 2008

to

(Date, Period-of-Time or Event): March 31, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – March 31, 2027</u>	<u>12,869</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>12,869</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>12,869</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any Extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First- Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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

FERC Gas Tariff
First Revised Volume No. 2

Section 2.5 NRA Tenaska K# 935680
Section Version: 8.0.0

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: Tenaska Marketing Ventures

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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Tenaska Marketing Ventures (“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 November 7, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 935680, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 12,869 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer, The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

TENASKA MARKETING VENTURES

By: _____

By: _____

Name: _____

Name: _____

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.5 NRA Tenaska K# 935680
Section Version: 8.0.0

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 7 amends and restates FTS Contract No. 928389 effective October 25, 2002

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:

UNITED ENERGY TRADING, LLC
225 UNION BLVD., STE 200
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2003
 to
 (Date, Period-of-Time or Event): December 31, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - December 31, 2027</u>	<u>2,573</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>2,573</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>1,495</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>1,078</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:

Prior 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 (“Prior 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 Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: United Energy Trading, 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **United Energy Trading, 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 November 26, 2024, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 928389, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 2,573 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.7 NRA UET K# 928389
Section Version: 5.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

UNITED ENERGY TRADING, 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 4 amends and restates FTS Contract No. 948164 effective October 9, 2014

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:

UNITED ENERGY TRADING, LLC
225 UNION BLVD., STE 200
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2014
 to
 (Date, Period-of-Time or Event): December 31, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - December 31, 2027</u>	<u>5,951</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,951</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>5,951</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: United Energy Trading, 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **United Energy Trading, 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 November 26, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 948164, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 5,951 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

UNITED ENERGY TRADING, LLC

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 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 948646 effective June 29, 2015

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:

TWIN EAGLE RESOURCE MANAGEMENT, LLC
1700 CITY PLAZA DRIVE SUITE 500
SPRING, TX 77389

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): July 1, 2015

to

(Date, Period-of-Time or Event): March 31, 2027

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

(Date, Period-of-Time or Event)

MDQ

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - March 31, 2027

10,000

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>10,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>5,000</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE 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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: *Twin Eagle Resource Management, 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Twin Eagle Resource Management, 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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 948646, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 10,000 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

TWIN EAGLE RESOURCE
MANAGEMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 22, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 4 amends and restates FTS Contract No. 947961 effective May 5, 2014

Capacity rights for this Agreement were permanently released from Marathon Oil Company under contract No. 912479 dated March 20, 1997 with a term of August 1, 1997 through May 31, 2014.

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

Existing System Capacity
 Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): June 1, 2014

to

(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date 21,200
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned

Facilities” - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>21,200</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>21,200</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500 , plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Macquarie Energy 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Macquarie Energy 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 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 947961, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 21,200 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

NAME	LOCATION
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.12 NRA Macquarie K# 947961
Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MACQUARIE ENERGY LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 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 Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 6 amends and restates FTS Contract No. 934288 effective April 26, 2007

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:

ANADARKO ENERGY SERVICES COMPANY
5 GREENWAY PLAZA, SUITE 110
HOUSTON, TX 77046

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): May 1, 2007

to

(Date, Period-of-Time or Event): March 31, 2027

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

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

Effective on the final abandonment date 36,396
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - March 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>29,740</u>	<u>NO</u>
	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>736</u>	<u>NO</u>
	<u>3907</u>	<u>PSCC/TPC ACCTG WELD</u>	<u>5,920</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>Effective on the last in-service date of the facilities referred to in Docket No. CP22-468-000 as the “New REX Facilities” being placed into service - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>36,088</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>308</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

reimbursement for Fuel and Lost and Unaccounted For Gas.If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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

FERC Gas Tariff
First Revised Volume No. 2

Section 2.13 NRA Anadarko K# 934288
Section Version: 2.0.0

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: Anadarko Energy Services Company
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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Anadarko Energy Services Company** (“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 November 26, 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**: Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.
- 1.2 **Transportation Agreement**: Rate Schedule FTS using Existing System Capacity, Agreement No. 934288, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity**: 36,396 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.13 NRA Anadarko K# 934288
Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD WELD DEL	3907

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

ANADARKO ENERGY SERVICES
COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 949230 effective July 27, 2016

Capacity rights for this Agreement were permanently released from WPX Energy Marketing, LLC under contract No. 911871 dated June 26, 1996 with a term of November 1, 1996 through July 31, 2016.

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): August 1, 2016
to
(Date, Period-of-Time or Event): December 31, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned</u>	<u>5,600</u>

Facilities” - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,600</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>5,600</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500 , plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: 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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Morgan Stanley Capital Group Inc.** (“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 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 949230, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 5,600 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

**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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MORGAN STANLEY CAPITAL GROUP INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 949234 effective July 27, 2016

Capacity rights for this Agreement were permanently released from WPX Energy Marketing, LLC under contract No. 911925 dated July 25, 1996 with a term of December 1, 1996 through July 31, 2016.

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): August 1, 2016

to

(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date 4,320
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned

Facilities” - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>4,320</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>4,320</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: 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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Morgan Stanley Capital Group Inc.** (“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 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 949234, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 4,320 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.15 NRA Morgan Stanley K# 949234
Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MORGAN STANLEY CAPITAL GROUP INC.

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 949232 effective July 27, 2016.

Capacity rights for this Agreement were permanently permanently released from WPX Energy Marketing, LLC under contract No. 927599 dated August 8, 2002 with a term of January 2, 2003 through July 31, 2016.

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): August 1, 2016
to
(Date, Period-of-Time or Event): December 31, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned</u>	<u>21,200</u>

Facilities” - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>21,200</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>21,200</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: 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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Morgan Stanley Capital Group Inc.** (“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 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 949232, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 21,200 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.16 NRA Morgan Stanley K# 949232
Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MORGAN STANLEY CAPITAL GROUP INC.

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 950586 effective June 14, 2018

 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): November 1, 2019
to
(Date, Period-of-Time or Event): June 30, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – June 30, 2025</u>	<u>5,000</u>
<u>July 1, 2025 – October 31, 2025</u>	<u>0</u>
<u>November 1, 2025 – June 30, 2026</u>	<u>5,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2025</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,000</u>	<u>NO</u>
<u>07/01/2025 – 10/31/2025</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 – 06/30/2026</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>5,000</u>	<u>NO</u>
<u>07/01/2025 – 10/31/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 – 06/30/2026</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 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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 on October 21, 2024 (“**Agreement Date**”), by and between **Trailblazer Pipeline Company LLC** (“**Trailblazer**”) and **Morgan Stanley Capital Group Inc.** (“**Shipper**”).

In accordance with the provisions of Trailblazer’s Federal Energy Regulatory Commission (“**FERC**”) Gas Tariff (“**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 referenced 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through June 30, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950586, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:**

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – June 30, 2025	5,000 dekatherms per day (“Dth/d”)
July 1, 2025 – October 31, 2025	0 Dth/d
November 1, 2025 – June 30, 2026	5,000 Dth/d

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MORGAN STANLEY CAPITAL
GROUP INC.

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 950125 effective February 1, 2018

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:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): April 1, 2018
to

(Date, Period-of-Time or Event): March 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date</u>	<u>30,000</u>
<u>of all the facilities referred to in Docket</u>	
<u>No. CP22-468-000 as “Abandoned</u>	
<u>Facilities” - March 31, 2026</u>	

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>30,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>30,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

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

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Macquarie Energy 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Macquarie Energy 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 September 17, 2021, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950125, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 30,000 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer: NONE

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer: NONE

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 capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MACQUARIE ENERGY 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 33 amends and _____ Restates FTS Contract No. 948183 effective October 17, 2014

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): December 22, 2014
to

(Date, Period-of-Time or Event): October 31, 2029

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

(Date, Period-of-Time or Event)	MDQ
<u>Effective on the final abandonment date</u>	<u>105,500</u>
<u>of all the facilities referred to in Docket</u>	
<u>No. CP22-468-000 as “Abandoned</u>	

Facilities” - October 31, 2029

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>95,864</u>	<u>NO</u>
	<u>56127P</u>	<u>TIGT/TPC BEACON CAMP</u>	<u>9,636</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2029</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>105,500</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Tallgrass Interstate Gas Transmission, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through October 31, 2029.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 948183, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 105,500 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.20 NRA TIGT K# 948183
Section Version: 3.0.0

BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 949746 effective August 3, 2017

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, 2018
 to
 (Date, Period-of-Time or Event): March 31, 2028

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - March 31, 2028</u>	<u>5,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2028</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2028</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>2,500</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>2,500</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 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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.21 NRA CIMA K# 949746
Section Version: 2.0.0

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and CIMA ENERGY, LP (“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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2028.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 949746, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.21 NRA CIMA K# 949746
Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

CIMA ENERGY, LP

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 933697 effective November 9, 2006

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:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 10, 2006

to

(Date, Period-of-Time or Event): March 31, 2026

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

(Date, Period-of-Time or Event)
Effective on the final abandonment date of all
the facilities referred to in Docket No. CP22-
468-000 as “Abandoned Facilities” – March
31, 2025

MDQ
15,000

<u>April 1, 2025 – October 31, 2025</u>	<u>0</u>
<u>November 1, 2025 – March 31, 2026</u>	<u>15,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2025</u>	<u>3856</u>	<u>CIG/TPC</u> <u>TOMAHAWK</u> <u>WELD</u>	<u>15,000</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>3856</u>	<u>CIG/TPC</u> <u>TOMAHAWK</u> <u>WELD</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>3856</u>	<u>CIG/TPC</u> <u>TOMAHAWK</u> <u>WELD</u>	<u>15,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,000</u>	<u>NO</u>

<u>04/01/2025 -</u> <u>10/31/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 -</u> <u>03/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

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

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable

Applicable (Complete the following):

Other Rollover Terms and Conditions:

Prior Contractual Rollover Right. Shipper shall have the unilateral one-time right to roll over this Agreement effective upon its expiration, at the then-existing MDQ, for a term of between one and ten years as chosen by the Shipper, in accordance with Section 18.2 of the General Terms and Conditions of Trailblazer's FERC Gas Tariff and pursuant to the terms and conditions set forth below ("Prior Contractual Rollover Right"). Shipper can exercise its Prior Contractual Rollover Right at any time during the term of this Agreement, but not later than six months prior to the expiration of the same, by providing written notice of such exercise to Trailblazer.

To effectuate its Prior Contractual Rollover Right, Shipper shall enter into a new service agreement under Rate Schedule FTS consistent with Trailblazer's Tariff (the "Rollover Agreement"). Under the Rollover Agreement, Shipper will pay the applicable tariff maximum reservation rate for service thereunder, as such rate may change during the term thereof, as well as all other applicable maximum rates, charges and surcharges contained in Trailblazer's Tariff, including but not limited to, commodity charges and reimbursement for Fuel and Unaccounted For Gas.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Macquarie Energy 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Macquarie Energy 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 933697, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:**

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – March 31, 2025	15,000 dekatherms per day (“Dth/d”)
April 1, 2025 – October 31, 2025	0 Dth/d
November 1, 2025 – March 31, 2026	15,000 Dth/d

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MACQUARIE ENERGY 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 953055 effective October 24, 2019

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:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019

to

(Date, Period-of-Time or Event): December 31, 2030

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - December 31, 2030</u>	<u>855</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2030</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>855</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2030</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>855</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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Macquarie Energy 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Macquarie Energy 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2030.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 953055, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 855 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406

OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MACQUARIE ENERGY 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 October 21, 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

X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 4 amends and restates FTS Contract No. 950446 effective May 10, 2018

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:

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

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2018

to

(Date, Period-of-Time or Event): March 31, 2026

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

(Date, Period-of-Time or Event)
Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - March 31, 2026

MDQ
5,250

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,250</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>5,250</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Koch Energy Services, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950446, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 5,250 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.25 NRA Koch Energy K# 950446
Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

KOCH ENERGY SERVICES, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,250</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>5,250</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: BP Energy Company

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 21, 2024 (“**Agreement Date**”), by and between **Trailblazer Pipeline Company LLC** (“**Trailblazer**”) and **BP Energy Company** (“**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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950447, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 5,250 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 PrimaryReceipt 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 capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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
COMPANY LLC**

BP ENERGY COMPANY

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 October 21, 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

X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 950448 effective May 10, 2018

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:

GREEN PLAINS TRADE GROUP, LLC
1811 AKSARBEN DR.
OMAHA, NE 68106

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2018
to

(Date, Period-of-Time or Event): March 31, 2026

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

(Date, Period-of-Time or Event)
Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - March 31, 2026

MDQ
5,250

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)
Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026	5001	WIC/TPC DULL KNIFE WELD	5,250	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)
Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026	902900	TPC/NGPL GAGE	5,250	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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Green Plains Trade Group, 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Green Plains Trade Group, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950448, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 5,250 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406

OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

GREEN PLAINS TRADE GROUP, 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 October 21, 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

X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 953014 effective October 24, 2019

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:

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

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019
to

(Date, Period-of-Time or Event): June 30, 2031

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

(Date, Period-of-Time or Event)
Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - June 30, 2031

MDQ
855

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)
Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2031	5001	<u>WIC/TPC DULL KNIFE WELD</u>	855	<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)
Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2031	902901	<u>NNG/TPC BEATRICE GAGE</u>	855	<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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Koch Energy Services, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through June 30, 2031.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 953014, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 855 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

KOCH ENERGY SERVICES, 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 954465 effective September 17, 2020

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): January 1, 2021
to

(Date, Period-of-Time or Event): October 31, 2031

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date</u>	<u>5,985</u>
<u>of all the facilities referred to in Docket</u>	
<u>No. CP22-468-000 as “Abandoned</u>	

Facilities” - October 31, 2031

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2031</u>	<u>3856</u>	<u>CIG/TPC</u> <u>TOMAHAWK</u> <u>WELD</u>	<u>5,985</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2031</u>	<u>902901</u>	<u>NNG/TPC</u> <u>BEATRICE GAGE</u>	<u>5,985</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Tallgrass Interstate Gas Transmission, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through October 31, 2031.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 954465, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 5,985 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406

OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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 October 21, 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

- X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 950560 effective June 11, 2018

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:

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, 2027

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

(Date, Period-of-Time or Event)
Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - March 31, 2027

MDQ
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)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>9,111</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>9,111</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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Koch Energy Services, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950560, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 9,111 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

KOCH ENERGY SERVICES, 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 950561 effective June 11, 2018

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, 2027

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

(Date, Period-of-Time or Event)
Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - March 31, 2027

MDQ
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)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>22,778</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>22,778</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Morgan Stanley Capital Group Inc. (“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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950561, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 22,778 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MORGAN STANLEY CAPITAL GROUP INC.

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 October 21, 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

X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 950562 effective June 11, 2018

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:

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, 2027

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

(Date, Period-of-Time or Event)
Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - March 31, 2027

MDQ
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)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>9,111</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>9,111</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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and CIMA ENERGY, LP (“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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950562, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 9,111 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

CIMA ENERGY, LP

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 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 950588 effective June 14, 2018

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:

CITADEL ENERGY MARKETING LLC
33 BENEDICT PLACE, 4TH FLOOR
GREENWICH, CT 06830

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019
to
(Date, Period-of-Time or Event): June 30, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – June 30, 2025</u>	<u>15,024</u>
<u>July 1, 2025 – October 31, 2025</u>	<u>0</u>
<u>November 1, 2025 - June 30, 2026</u>	<u>15,024</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2025</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>15,024</u>	<u>NO</u>
<u>07/01/2025 – 10/31/2025</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 - 06/30/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>15,024</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,024</u>	<u>NO</u>
<u>07/01/2025 – 10/31/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>0</u>	<u>NO</u>

<u>11/01/2025 -</u> <u>06/30/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,024</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:

X 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

 X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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.

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.37 NRA Citadel K# 950588
Section Version: 5.0.0

Shipper Approval:

Shipper: Citadel Energy Marketing 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 14th day of October 21, 2024 (“**Agreement Date**”), by and between **Trailblazer Pipeline Company LLC** (“**TPC**”) and **Citadel Energy Marketing 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.

**ARTICLE 1
NEGOTIATED RATE PARAMETERS**

1.1 **Negotiated Rate Term:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through June 30, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950588, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:**

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – June 30, 2025	15,024 dekatherms per day (“Dth/d”)
July 1, 2025 – October 31, 2025	0 Dth/d
November 1, 2025 – June 30, 2026	15,024 Dth/d

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.37 NRA Citadel K# 950588
Section Version: 5.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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, 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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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**

CITADEL ENERGY MARKETING 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 6 amends and restates FTS Contract No. 912541 effective March 26, 1997

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:

CHEVRON U.S.A. INC.
PO BOX 100997
HOUSTON, TX 77212-0997

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): August 1, 1997
to
(Date, Period-of-Time or Event): July 31, 2029

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - July 31, 2029</u>	<u>20,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 07/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>20,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 07/31/2029</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>20,000</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Chevron U.S.A. Inc.
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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Chevron U.S.A. Inc.** (“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 the parties hereto, dated October 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through July 31, 2029.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 912541, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 20,000 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.39 NRA Chevron K# 912541
Section Version: 7.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

CHEVRON U.S.A. INC.

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 5 amends and restates FTS Contract No. 932549 effective November 4, 2005

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:

PRG, LC
4728 WIMBLEDON DR
LAWRENCE, KS 66047

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 5, 2005

to

(Date, Period-of-Time or Event): December 31, 2026

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

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

Effective on the final abandonment date 368
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - December 31, 2026

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2026</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>368</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>214</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>154</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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

FERC Gas Tariff
First Revised Volume No. 2

Section 2.40 NRA PRG K# 932549
Section Version: 7.0.0

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: PRG, LC

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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **PRG, LC** (“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 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2026.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 932549, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 368 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.40 NRA PRG K# 932549
Section Version: 7.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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

PRG, LC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.40 NRA PRG K# 932549
Section Version: 7.0.0

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 October 21, 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 effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 5+ amends and restates FTS Contract No. 933225 effective April 27, 2006

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:

SHELL ENERGY NORTH AMERICA (US), L.P.
1000 MAIN STREET, LEVEL 1
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): May 1, 2006
 to
 (Date, Period-of-Time or Event): December 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - December 31, 2026</u>	<u>75,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>75,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>75,000</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Shell Energy North America (US), L.P.
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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Shell Energy North America (US), L.P.** (“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 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” From October 1, 2019 through December 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 933225, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 75,000 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

SHELL ENERGY NORTH
AMERICA (US), L.P.

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 October 21, 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 effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 948519 effective April 8, 2015

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:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2015
to
(Date, Period-of-Time or Event): October 31, 2028

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - October 31, 2028</u>	<u>734</u>
_____	_____
_____	_____

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2028</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>734</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2028</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>426</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>308</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500 , plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Macquarie Energy 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Macquarie Energy 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 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through October 31, 2028.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 948519, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 734 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.42 NRA Macquarie K# 948519
Section Version: 7.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MACQUARIE ENERGY 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 949617 effective March 31, 2017

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:

TENASKA MARKETING VENTURES
1225 17TH STREET, STE. 2460
DENVER, CO 80202

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): August 1, 2017

to

(Date, Period-of-Time or Event): March 31, 2028

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

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

Effective on the final abandonment date 39,967
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - March 31, 2028

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2028</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>19,984</u>	<u>NO</u>
	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>19,983</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2028</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>39,967</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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

FERC Gas Tariff
First Revised Volume No. 2

Section 2.43 NRA Tenaska K# 949617
Section Version: 7.0.0

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: Tenaska Marketing Ventures
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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Tenaska Marketing Ventures** (“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 22, 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 Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2028.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 949617, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 39,967 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.43 NRA Tenaska K# 949617
Section Version: 7.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

TENASKA MARKETING VENTURES

By: _____

By: _____

Name: _____

Name: _____

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.43 NRA Tenaska K# 949617
Section Version: 7.0.0

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 952944 effective October 4, 2019

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:

EAST CHEYENNE GAS STORAGE, LLC
370 VAN GORDON STREET
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019
to

(Date, Period-of-Time or Event): March 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - March 31, 2026</u>	<u>55,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>55,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>

<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>45401</u>	<u>E CHEYEN/TPC LOGAN</u>	<u>55,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

None

Lump-sum payment of _____

Monthly fee of _____ through _____

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable

Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: East Cheyenne Gas Storage, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

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 October 21, 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

X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 952944 effective October 4, 2019

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:

EAST CHEYENNE GAS STORAGE, LLC
370 VAN GORDON STREET
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019
to
(Date, Period-of-Time or Event): March 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date</u>	<u>55,000</u>
<u>of all the facilities referred to in Docket</u>	
<u>No. CP22-468-000 as “Abandoned</u>	
<u>Facilities” - March 31, 2026</u>	
_____	_____
_____	_____
_____	_____

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL</u> <u>KNIFE WELD</u>	<u>55,000</u>	<u>NO</u>

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

(Date, Period-of-	Location			By Displacement Only

Time or Event)	#	Location Name	MDDQ	(Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	45401	<u>E CHEYEN/TPC LOGAN</u>	<u>55,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

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

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.44 NRA ECGS K# 952944
Section Version: 4.0.0

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: East Cheyenne Gas Storage, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 952995 effective October 21, 2019

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:

TENASKA MARKETING VENTURES
1225 17TH STREET, STE. 2460
DENVER, CO 80202

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019
to

(Date, Period-of-Time or Event): March 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date</u>	<u>6,667</u>
<u>of all the facilities referred to in Docket</u>	
<u>No. CP22-468-000 as “Abandoned</u>	
<u>Facilities”- March 31, 2026</u>	

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”- 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>6,667</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”- 03/31/2026</u>	<u>45401</u>	<u>E CHEYEN/TPC LOGAN</u>	<u>6,667</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Tenaska Marketing Ventures

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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Tenaska Marketing Ventures (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Discounted Rate Agreement between the parties hereto, dated September 19, 2024, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 952995, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 6,667 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 \$1.21667 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	<u>45401</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD	42717P
TIGT/TPC BEACON CAMP	56127P
PSCC/TPC ACCTG WELD	<u>3907</u>

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
WIC/TPC DULL KNIFE WELD (by displacement)	<u>5001</u>
CIG/TPC TOMAHAWK WELD (by displacement)	3856
TPC/REX LONE TREE WELD (by displacement)	42717P
TIGT/TPC BEACON CAMP (by displacement)	56127P
PSCC/TPC ACCTG WELD	<u>3907</u>

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

TENASKA MARKETING VENTURES

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 952996 effective October 21, 2019

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:

MIECO, INC.
12110 N. PECOS STREET, STE 270
WESTMINSTER, CO 80234

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019
to

(Date, Period-of-Time or Event): March 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date</u>	<u>6,667</u>
<u>of all the facilities referred to in Docket</u>	
<u>No. CP22-468-000 as “Abandoned</u>	
<u>Facilities” – March 31, 2026</u>	

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>6,667</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>45401</u>	<u>E CHEYEN/TPC LOGAN</u>	<u>6,667</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Mico, Inc.
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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Mico, Inc. (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Discounted Rate Agreement between the parties hereto, dated September 13, 2024, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 952996, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 6,667 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 \$1.21667 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD	42717P
TIGT/TPC BEACON CAMP	56127P
PSCC/TPC ACCTG WELD	3907

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
WIC/TPC DULL KNIFE WELD (by displacement)	5001
CIG/TPC TOMAHAWK WELD (by displacement)	3856
TPC/REX LONE TREE WELD (by displacement)	42717P
TIGT/TPC BEACON CAMP (by displacement)	56127P
PSCC/TPC ACCTG WELD	3907

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MIECO, INC.

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 11 amends and restates FTS Contract No. 907621 effective October 1, 1994

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:

CITY OF HASTINGS, HASTINGS UTILITIES
PO BOX 289
HASTINGS, NE 68902

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): October 1, 1994

to

(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date 14,840
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>14,840</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>14,840</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: City Of Hastings, Hastings Utilities
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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **City Of Hastings, Hastings Utilities** (“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 November 20, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 907621, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 14,840 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.49 NRA City of Hastings K# 907621
Section Version: 1.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

CITY OF HASTINGS, HASTINGS UTILITIES

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 6 amends and restates FTS Contract No. 930470 effective December 17, 2003

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:

CONOCOPHILLIPS COMPANY
925 N. ELDRIDGE PARKWAY, 20TH FLOOR-EC4
HOUSTON, TX 77079

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): January 1, 2004
to
(Date, Period-of-Time or Event): October 31, 2028

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - October 31, 2028</u>	<u>5,000</u>
_____	_____
_____	_____

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2028</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2028</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: ConocoPhillips Company
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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **ConocoPhillips Company**. (“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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through October 31, 2028.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 930470, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.51 NRA ConocoPhillips K# 930470
Section Version: 1.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

CONOCOPHILLIPS COMPANY

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 6 amends and restates FTS Contract No. 930966 effective June 30, 2004

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): July 1, 2004

to

(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date 1,103
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>1,103</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>641</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>462</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: 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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **CIMA ENERGY, LP** (“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 December 9, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 930966, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 1,103 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.52 NRA CIMA K# 930966
Section Version: 1.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

CIMA ENERGY, LP

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 931914 effective May 11, 2005

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:

DEVLAR ENERGY MARKETING, L.L.C.
384 INVERNESS PARKWAY STE 150
ENGLEWOOD, CO 80112

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2005
to
(Date, Period-of-Time or Event): October 2, 2055

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - October 2, 2055</u>	<u>2,942</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/02/2055</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>2,942</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/02/2055</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>2,942</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Devlar Energy Marketing, L.L.C.
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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Devlar Energy Marketing, L.L.C.** (“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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through October 2, 2055.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 931914, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 2,942 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

DEVLAR ENERGY MARKETING, L.L.C

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 937518 effective February 4, 2010

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:

SUMMIT ENERGY LLC
201 S. MAIN, SUITE 2025
SALT LAKE CITY, UT 84111

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): February 8, 2010
to
(Date, Period-of-Time or Event): March 31, 2135

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - March 31, 2135</u>	<u>367</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2135</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>367</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2135</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>367</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Summit Energy 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Summit Energy 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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2135.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 937518, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 367 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.54 NRA Summit K# 937518
Section Version: 1.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

SUMMIT ENERGY 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 October 21, 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 effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 4 amends and restates FTS Contract No. 946747 effective December 13, 2012, and replaces and terminates Contract Nos. 949747, 949289 and 948416, with MDQ’s of 12,700 Dth/d, 21,200 Dth/d and 367 Dth/d, respectively.

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:

MIECO, INC.
12110 N. PECOS STREET, STE 270
WESTMINSTER, CO 80234

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): May 1, 2013
to
(Date, Period-of-Time or Event): December 31, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned</u>	<u>44,867</u>

Facilities”- December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>367</u>	<u>NO</u>
	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>44,500</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>12,913</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>31,954</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:

Prior 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 ("Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500 , plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal ("Contractual ROFR") for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Mieco, Inc.
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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Mico, Inc. (“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, all dated November 8, 2019, and applicable to the Transportation Agreement Nos. 946747, 949747, 949289 and 948416, dated December 13, 2012, August 4, 2017, August 31, 2016 and February 25, 2015, respectively.

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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2027.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 946747, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 44,867 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.55 NRA Mico K# 946747
Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MIECO, INC.

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 4 amends and restates FTS Contract No. 947649 effective December 31, 2013

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:

EAST CHEYENNE GAS STORAGE, LLC
370 VAN GORDON STREET
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): January 1, 2014
to
(Date, Period-of-Time or Event): March 31, 2029

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - March 31, 2029</u>	<u>4,540</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>4,540</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2029</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>4,540</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: East Cheyenne Gas Storage, 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **East Cheyenne Gas Storage, 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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2029.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 947649, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 4,540 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.57 NRA ECGS K# 947649
Section Version: 1.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

EAST CHEYENNE GAS STORAGE, LLC

By: _____

By: _____

Name: _____

Name: _____

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.57 NRA ECGS K# 947649
Section Version: 1.0.0

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 954086 effective June 19, 2020

Capacity rights for this Agreement were released from Concord Energy LLC under contract No. 952997 dated October 21, 2019 with a term of November 1, 2019 through October 31, 2023.

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

Existing System Capacity

Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

EAST CHEYENNE GAS STORAGE, LLC
370 VAN GORDON STREET
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): June 20, 2020
to

(Date, Period-of-Time or Event): October 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date</u>	<u>6,667</u>
<u>of all the facilities referred to in Docket</u>	
<u>No. CP22-468-000 as “Abandoned</u>	
<u>Facilities” – March 31, 2026</u>	

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL</u> <u>KNIFE WELD</u>	<u>6,667</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>45401</u>	<u>E CHEYEN/TPC</u> <u>LOGAN</u>	<u>6,667</u>	<u>NO</u>

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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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: East Cheyenne Gas Storage, 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and East Cheyenne Gas Storage, LLC (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Discounted Rate Agreement between the parties hereto, dated May 23, 2023, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 954086, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 6,667 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 \$1.21667 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
TIGT/TPC BEACON CAMP	56127P
PSCC/TPC ACCTG WELD	3907

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
PSCC/TPC ACCTG WELD	3907
TPC/REX LONE TREE WELD DEL	42717PD
<u>By Displacement</u> WIC/TPC DULL KNIFE WELD	5001
CIG/TPC TOMAHAWK WELD	3856
TIGT/TPC BEACON CAMP	56127P

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 capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.58 NRA ECGS K# 954086
Section Version: 4.0.0

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
COMPANY LLC

EAST CHEYENNE GAS STORAGE, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 949143 effective May 3, 2016.

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:

MID AMERICA AGRI
PRODUCTS/WHEATLAND, LLC
P.O. BOX 1655
NORTH PLATTE, NE 69101

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2016

to

(Date, Period-of-Time or Event): December 31, 2026

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

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

Effective on the final abandonment date 3,500
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - December 31, 2026

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>3,500</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>3,500</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 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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Mid America Agri Products/Wheatland, 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Mid America Agri Products/Wheatland, 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 November 20, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 949143, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 3,500 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.59 NRA Mid America K# 949143
Section Version: 1.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MID AMERICA AGRI
PRODUCTS/WHEATLAND, 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 949144 effective May 3, 2016

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): September 1, 2016

to

(Date, Period-of-Time or Event): December 31, 2026

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

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

Effective on the final abandonment date 9,336
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - December 31, 2026

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>9,336</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2026</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>9,336</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:

Prior 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 (“Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: 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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Koch Energy Services, 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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2026.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 949144, dated October 21, 2024.

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

- 1.3 **Eligible Firm Transportation Quantity:** 9,336 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.60 NRA Koch K# 949144
Section Version: 1.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

KOCH ENERGY SERVICES, 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 1 amends and restates FTS Contract No. 950411 effective April 25, 2018

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:

WOODRIVER ENERGY LLC
3300 E. 1ST AVENUE, SUITE 600
DENVER, CO 80206

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2018

to

(Date, Period-of-Time or Event): August 31, 2028

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

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

Effective on the final abandonment date 736
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” - August 31, 2028

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 08/31/2028</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>736</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 08/31/2028</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>428</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>308</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:

Prior 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 ("Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal ("Prior ROFR") for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: WoodRiver Energy 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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **WoodRiver 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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through August 31, 2028.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 950411, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 736 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.63 NRA Woodriver K# 950411
Section Version: 1.0.0

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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 capacity release under the Transportation Agreement, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

WOODRIVER ENERGY 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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 1 amends and restates FTS Contract No. _____ effective

X Capacity rights for this Agreement were released from Western Midstream Marketing LLC under contract No. 954823 dated December 17, 2020 with a term of January 1, 2020 through March 31, 2027.

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

Existing System Capacity
 Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

TENASKA MARKETING VENTURES
1225 17TH STREET, STE. 2460
DENVER, CO 80202

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): January 1, 2021
to
(Date, Period-of-Time or Event): March 31, 2027

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

(Date, Period-of-Time or Event)	MDQ
<u>Effective on the final abandonment date</u>	<u>11,000</u>
<u>of all the facilities referred to in Docket</u>	

No. CP22-468-000 as “Abandoned
Facilities” - March 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>11,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>11,000</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:

Prior 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 ("Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff. 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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal ("Contractual ROFR") for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Tenaska Marketing Ventures

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 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Tenaska Marketing Ventures** (“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 December 23, 2020, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 954835, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 11,000 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL FILLMORE	43517
TPC/NGPL GAGE	902900
BLACK HILLS/TPC DUONIX PLANT	60328
NPPD/TPC NPPD BEATRICE POWER STA. G	41056
KOCHFERTL/TPC INTER #2 GAGE	25750
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN FILLMORE	60272
FUNDARE/TPC DELIVERY FUEL	60020
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE WELD DEL	42717PD

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

TENASKA MARKETING VENTURES

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 October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 1 amends and restates FTS Contract No. 959709 effective January 29, 2024 _____

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

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

Existing System Capacity

Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

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

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): February 1, 2024

to

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

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

(Date, Period-of-Time or Event)

Effective on the final abandonment date

MDQ

13,000

of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - March 31, 2029

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>13,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2029</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>13,000</u>	<u>NO</u>

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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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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.

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.66 NRA NorthWestern K# 959709
Section Version: 3.0.0

Shipper Approval:

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

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

Title: _____

**FIRM TRANSPORTATION
NEGOTIATED RATE AGREEMENT**

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **NorthWestern Energy Public Service Corporation 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 January 29, 2024, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2029.
- 1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 959709, dated October 21, 2024.

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

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

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

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

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

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

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

ARTICLE 2

NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

provided under the Transportation Agreement identified in Section 1.2 within the terms of the first sentence of this paragraph, Trailblazer shall adjust the incremental reservation and/or authorized overrun charges to achieve the Negotiated Rate(s) stated in Section 1.4, plus any additional incremental charge(s) identified herein.

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

2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

TRAILBLAZER PIPELINE
COMPANY LLC

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Marked Tariff Records

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

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Tenaska Marketing Ventures	FTS K# 935680	December 24, 2024 December 1, 2019 through March 31, 2027	12,869	125/	125/	125/	125/
Concord Energy LLC	FTS 947595	November 1, 2019 through December 31, 2026	82,780	5/	5/	5/	5/
United Energy Trading, LLC	FTS 948679	December 24, 2024 November 1, 2019 through February 28, 2029	1,102	4/	4/	4/	4/
United Energy Trading, LLC	FTS 928389	December 24, 2024 November 1, 2019 through December 31, 2027	2,573	125/	125/	125/	125/
United Energy Trading, LLC	FTS 948164	December 24, 2024 November 1, 2019 through December 31, 2027	5,951	125/	125/	125/	125/
Tallgrass Interstate Gas Transmission, LLC	FTS 901362	December 24, 2024 April 1, 2024 through December 31, 2037	5,000	9/	9/	9/	9/
Twin Eagle Resource Management, LLC	FTS 948646	December 24, 2024 November 1, 2019 through March 31, 2027	10,000	125/	125/	125/	125/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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	December 24, 2024 October 1, 2019 through December 31, 2027	21,200	18/	18/	18/	18/
Anadarko Energy Services Company	FTS 934288	December 24, 2024 November 1, 2019 through March 31, 2027	36,396	7/	7/	7/	7/
Morgan Stanley Capital Group Inc.	FTS 949230	December 24, 2024 October 1, 2019 through December 31, 2027	5,600	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949234	December 24, 2024 October 1, 2019 through December 31, 2027	4,320	18/	18/	18/	18/
Morgan Stanley Capital Group Inc.	FTS 949232	December 24, 2024 October 1, 2019 through December 31, 2027	21,200	18/	18/	18/	18/
Macquarie Energy LLC	FTS 950125	December 24, 2024 November 1, 2021 through March 31, 2026	30,000	14/	14/	14/	14/
CIMA ENERGY, LP	FTS 949746	December 24, 2024 November 1, 2019 through March 31, 2028	5,000	125/	125/	125/	125/
BP Energy Company	FTS 950447	December 24, 2024 November 1, 2018 through March 31, 2026 2025	5,250	22/	22/	22/	22/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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	December 24, 2024 November 1, 2019 through June 30, 2026 2024	12-24-2024 to 6-30-2025 5,000 7-1-2025 to 10-31-2025 0 11-1-2025 to 6/30/2026 5,000 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	December 24, 2024 November 1, 2019 through June 30, 2024 2026	12-24-2024 to 6-30-2025 15,024 7-1-2025 to 10-31-2025 0 11-1-2025 to 6/30/2026 15,024 15,024 20/	19/	19/	19/	19/
Chevron U.S.A. Inc.	FTS 912541	December 24, 2024 October 1, 2019 through July 31, 2029	20,000	18/	18/	18/	18/
PRG. LC	FTS 932549	December 24, 2024 October 1, 2019 through December 31, 2026	368	18/	18/	18/	18/
Shell Energy North America (US), L.P.	FTS 933225	December 24, 2024 October 1, 2019 through December 31, 2026	75,000	18/	18/	18/	18/
Macquarie Energy LLC	FTS 948519	December 24, 2024 October 1, 2019 through October 31, 2028	734	18/	18/	18/	18/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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 949617	December 24, 2024 October 1, 2019 through March 31, 2028	39,967	18/	18/	18/	18/
City Of Hastings, Hastings Utilities	FTS 907621	December 24, 2024 November 1, 2019 through December 31, 2027	14,840	125/	125/	125/	125/
United States Gypsum Company	FTS 911097	November 1, 2019 through March 31, 2029	1,466	5/	5/	5/	5/
ConocoPhillips Company	FTS 930470	December 24, 2024 November 1, 2019 through October 31, 2028	5,000	125/	125/	125/	125/
CIMA Energy, LP	FTS 930966	December 24, 2024 November 1, 2019 through December 31, 2027	1,103	125/	125/	125/	125/
Devlar Energy Marketing, L.L.C.	FTS 931914	December 24, 2024 November 1, 2019 through October 2, 2055	2,942	125/	125/	125/	125/
Summit Energy LLC	FTS 937518	December 24, 2024 November 1, 2019 through March 31, 2135	367	125/	125/	125/	125/
Mieco, Inc.	FTS 946747	December 24, 2024 December 1, 2019 through December 31, 2027	44,867	125/	125/	125/	125/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
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	December 24, 2024 November 1, 2019 through March 31, 2029	4,540	125/	125/	125/	125/
Mid America Agri Products/ Wheatland, LLC	FTS 949143	December 24, 2024 November 1, 2019 through December 31, 2026	3,500	125/	125/	125/	125/
Koch Energy Services, LLC	FTS 949144	December 24, 2024 November 1, 2019 through December 31, 2026	9,336	125/	125/	125/	125/
WoodRiver Energy LLC	FTS 950411	December 24, 2024 November 1, 2019 through August 31, 2028	736	125/	125/	125/	125/
Tenaska Marketing Ventures	FTS 954835	December 24, 2024 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/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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 955177	April 1, 2022 <u>December 24, 2024</u> through March 31, 2026	14,000	1115/	1115/	1115/	1115/
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/
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	December 24, 2024 <u>February 1, 2024</u> through March 31, 2029	13,000	3/	3/	3/	3/
Heartwell Renewables, LLC	FTS 955445	March 29, 2024 thugh July 31, 2034	3-29-2024 to 7-31-2024 100 8-1-2024 to 7/31/2034 8,500	6/	6/	6/	6/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

Shipper Name	Rate Schedule	Term of Contract	Quantity (Dth/d)	Resv. Charge	Cmdy. Charge	Primary Receipt Point(s)	Primary Delivery Point(s)
Tallgrass Interstate Gas Transmission, LLC	FTS 948183	December 24, 2024 through October 31, 2029	105,500	8/	8/	8/	8/
Macquarie Energy LLC	FTS 933697	December 24, 2024 through March 31, 2026	12-24-2024 to 3-31-2025 15,000 4-1-2025 to 10-31-2025 0 11-1-2025 to 3/31/2026 15,000	8/	8/	8/	8/
Macquarie Energy LLC	FTS 953055	December 24, 2024 through December 31, 2030	855	8/	8/	8/	8/
Koch Energy Services, LLC	FTS 950446	December 24, 2024 through March 31, 2026	5,250	8/	8/	8/	8/
Green Plains Trade Group, LLC	FTS 950448	December 24, 2024 through March 31, 2026	5,250	8/	8/	8/	8/
Koch Energy Services, LLC	FTS 953014	December 24, 2024 through June 30, 2031	855	8/	8/	8/	8/
Tallgrass Interstate Gas Transmission, LLC	FTS 954465	December 24, 2024 through October 31, 2031	5,985	8/	8/	8/	8/
Koch Energy Services, LLC	FTS 950560	December 24, 2024 through March 31, 2027	9,111	8/	8/	8/	8/

Trailblazer Pipeline Company LLC

FERC Gas Tariff
6th Revised Volume No. 1

Negotiated Rates
Section Version: 73.0.0

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 950561	December 24, 2024 through March 31, 2027	22,778	8/	8/	8/	8/
CIMA Energy, LP	FTS 950562	December 24, 2024 through March 31, 2027	9,111	8/	8/	8/	8/
East Cheyenne Gas Storage, LLC	FTS 952944	December 24, 2024 through March 31, 2026	55,000	8/	8/	8/	8/
Tenaska Marketing Ventures	FTS 952995	December 24, 2024 through March 31, 2026	6,667	8/	8/	8/	8/
MIECO, INC	FTS 952996	December 24, 2024 through March 31, 2026	6,667	8/	8/	8/	8/
East Cheyenne Gas Storage, LLC	FTS 954086	December 24, 2024 through October 31, 2026	6,667	8/	8/	8/	8/

- 1/ [Reserved for future use](#)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 [and further amended on December 23, 2024 in Docket No. RP25-_____](#).
- 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 [and further amended on December 23, 2024 in Docket](#)

- No. RP25-_____.
- 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. RP24-621_____.
- 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 and on December 23, 2024 in Docket No. RP25-_____.
- 8/ This information is set out in the executed negotiated agreement filed with the FERC on December 23, 2024 in Docket No. RP25-_____ 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. RP24-621_____ and on December 23, 2024 in Docket No. RP25-_____.
- 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 and further amended on December 23, 2024 in Docket No. RP25-_____.
- 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/ 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 December 23, 2024 in Docket No. RP25-_____ 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 and further amended on December 23, 2024 in Docket No. RP25-_____.
- 15/ This information is set out in the executed negotiated agreement filed with the FERC on March 31, 2022 in Docket No. RP22-760 and further amended on December 23, 2024 in Docket No. RP25-_____ 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 and further amended on December 23, 2024 in Docket No. RP25-_____.
- 19/ This information is set out in the executed negotiated agreement filed with the FERC on October 30, 2019 at Docket No. RP20-132 and further amended on December 23, 2024 in Docket No. RP25-_____.
- 20/ ~~Reserved for future use. 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 and on December 23, 2024 in Docket No. RP25-_____.
- 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
Reserved United Energy Trading, LLC K# 959630	Section 2.9 Reserved 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
Tallgrass Interstate Gas Transmission, LLC K# 948183Reserved	Section 2.20 TIGT K# 948183Reserved
CIMA Energy, Ltd. K#949746	Section 2.21 CIMA K# 949746
Macquarie Energy LLC K#933697Reserved	Section 2.22 Macquarie K# 933697Reserved
Concord Energy LLC K# 955367	Section 2.23 Concord K# 955367
Macquarie Energy LLC K#953055Reserved	Section 2.24 Macquarie K# 953055Reserved
Koch Energy Services, LLC K# 950446Reserved	Section 2.25 Koch K# 950446Reserved
BP Energy Company K# 950447	Section 2.26 BP K# 950447
Green Plains Trade Group, LLC K# 950448Reserved	Section 2.27 Green Plains K# 950448Reserved

<u>Koch Energy Services, LLC K# 953014Reserved</u>	Section 2.28 <u>Koch K# 953014Reserved</u>
<u>Tallgrass Interstate Gas Transmission, LLC K# 954465Reserved</u>	Section 2.29 <u>TIGT K# 954465Reserved</u>
Reserved	Section 2.30 Reserved
Reserved	Section 2.31 Reserved
<u>Koch Energy Services, LLC K# 950560Reserved</u>	Section 2.32 <u>Koch K# 950560Reserved</u>
<u>Morgan Stanley Capital Group Inc. K# 950561 Reserved</u>	Section 2.33 <u>Morgan Stanley K#950561 Reserved</u>
<u>CIMA Energy, LP K# 950562Reserved</u>	Section 2.34 <u>CIMA K# 950562Reserved</u>
Reserved	Section 2.35 Reserved
<u>ReservedMieco Inc. K# 950587</u>	Section 2.36 <u>ReservedMieco K# 950587</u>
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
<u>East Cheyenne Gas Storage, LLC K# 952944Reserved</u>	Section 2.44 <u>ECGS K# 952944Reserved</u>
<u>Tenaska Marketing Ventures K# 952995Reserved</u>	Section 2.45 <u>Tenaska K# 952995Reserved</u>
<u>Mieco, Inc. K# 952996Reserved</u>	Section 2.46 <u>Mieco K# 952996Reserved</u>
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
<u>East Cheyenne Gas Storage, LLC K# 954086Reserved</u>	Section 2.58 <u>ECGS K# 954086Reserved</u>
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 ~~September 17, 2021~~ October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” April 1, 2022, this Amendment No. 24 amends and restates FTS Contract No. 955177 effective March 23, 2021

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:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): April 1, 2021
to

(Date, Period-of-Time or Event): March 31, 2026

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

(Date, Period-of-Time or Event)	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” April 1, 2021 - March 31, 2026</u>	<u>14,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”04/01/2022 - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>14,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”04/01/2022 - 03/31/2026</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>14,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

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

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

X Not Applicable
 X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Macquarie Energy 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 21, 2024~~September 17, 2021~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Macquarie Energy 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 September 17, 2021, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From April 1, 2022~~ through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 955177, dated October 21, 2024~~September 17, 2021~~.

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:** 14,000 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

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

NAME LOCATION

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer: NONE

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

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

NAME LOCATION

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer: NONE

**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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable ~~rate(s), to segmented capacity that results in new primary points, 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

MACQUARIE ENERGY LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” April 1, 2024, this Amendment No. 1514 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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” April 1, 2024 – December 31, 5,000

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)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.2 NRA TIGT K# 901362
Section Version: 7.0.0

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 21~~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 January 29, 2024~~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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~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 21, 2024~~ ~~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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<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):**

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR

Trailblazer Pipeline Company LLC

FERC Gas Tariff
 First Revised Volume No. 2

Section 2.2 NRA TIGT K# 901362
 Section Version: 7.0.0

WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P
ALL POINTS	

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<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):**

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER	42406
ETHANOL PERKINS	
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE	46231
LIVESTOCK FEEDER	

<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DEL ALL POINTS</u>	<u>42717PD</u>

**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 the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer ~~all rights, including without limitation, The Negotiated Rate is not the applicable rate(s), to be transferred to the replacement shipper to segmented capacity that results in new primary points.~~

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 AGREEMENTAPPLICABLE 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 21, 2024~~November 26, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 32 amends and restates FTS Contract No. 948679 effective July 24, 2015

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:

UNITED ENERGY TRADING, LLC
225 UNION BLVD., STE 20020405 STATE HWY 249,
#850
LAKEWOOD, CO 80228HOUSTON, TX 77070

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2015
to
(Date, Period-of-Time or Event): February 28, 2029

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” November 1, 2019 - February 1,102

28, 2029

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 02/28/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>1,102</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 02/28/2029</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>1,102</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: United Energy Trading, 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 21, 2024~~~~November 26, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **United Energy Trading, 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 May 1, 2017~~~~November 26, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~~~From November 1, 2019~~ through February 28, 2029.

~~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 November 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. 948679, dated ~~October 21, 2024~~July 24, 2015.

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:** 1,102 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	1,102

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>
<u>ALL POINTS</u>	

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>	<u>1,102</u>

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>

<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL ALL POINTS</u>	

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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points ~~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

UNITED ENERGY TRADING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.4 NRA UET K# 948679
Section Version: 6.0.0

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~November 7, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~December 1, 2019~~, this Amendment No. 76 amends and restates FTS Contract No. 935680 effective May 22, 2008 and replaces and terminates Contract No. 948563 with an MDQ of 1,839 Dth/d.

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:

TENASKA MARKETING VENTURES
1225 17TH STREET, STE. 246014302 FNB PARKWAY
DENVER, CO 80202 OMAHA, NE 68154

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): June 1, 2008

to

(Date, Period-of-Time or Event): March 31, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – March 31, 2027</u>	<u>12,869</u>
<u>December 1, 2019 – March 31, 2027</u>	

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 12/01/2019 - 03/31/2027</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>12,869</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 12/01/2019 - 03/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>12,869</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right,~~ 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any Extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First- Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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.

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: Tenaska Marketing Ventures
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 21, 2024~~November 7, 2019 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Tenaska Marketing Ventures (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes ~~the, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Negotiated Rate Agreements between the parties hereto, both dated November 7~~October 22, 2019, and applicable to the Rate Schedule FTS Transportation Agreement Nos. 935680 and 948563, dated May 22, 2008, and May 4, 2015, respectively 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From December 1, 2019~~ through March 31, 2027.

~~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 December 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. 935680, dated ~~October 21, 2024~~ May 22, 2008.

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:** 12,869 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>	<u>12,869</u>

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>ALL POINTS</u>	
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD</u>	<u>42717PR</u>
<u>REC</u>	
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD</u>	<u>60361</u>
<u>RANCH</u>	
<u>FUNDARE/TPC REDTAIL</u>	<u>56111</u>
<u>WELD</u>	
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

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

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM</u>
<u>NAME</u>	<u>LOCATION</u>	<u>DAILY QUANTITY (Dth/d)</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>	<u>12,869</u>

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	
<u>ALL POINTS</u>	

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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer, The Negotiated Rate is not all rights, including without limitation the applicable rate(s), to be transferred to the replacement shipper to segmented capacity that results in new primary points.

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

TENASKA MARKETING VENTURES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 ~~November 26, 2019~~October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”November 1, 2019, this Amendment No. 76 amends and restates FTS Contract No. 928389 effective October 25, 2002

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:

UNITED ENERGY TRADING, LLC
225 UNION BLVD., STE 20020405 STATE HWY 249,
#850
LAKEWOOD, CO 80228HOUSTON, TX 77070

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2003

to

(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities”November 1, 2019 - December 2,573

31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2027</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>2,573</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>1,495</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>1,078</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:

Prior 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 (“Prior 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~~During the term extension associated with the Prior Contractual Rollover Agreement~~Right~~, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: United Energy Trading, 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 21, 2024~~~~November 26, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **United Energy Trading, 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 ~~November 26, 2024~~~~April 3, 2017~~, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” From November 1, 2019~~ through December 31, 2027.

~~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 November 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. 928389, dated ~~October 21, 2024~~October 25, 2002.

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:** 2,573 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
CIG/TPC TOMAHAWK WELD	3856	2,573

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>
<u>ALL POINTS</u>	

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>1,495</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>	<u>1,078</u>

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL ALL POINTS</u>	

**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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, ~~all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points ~~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

UNITED ENERGY TRADING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~November 26, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 43 amends and restates FTS Contract No. 948164 effective October 9, 2014

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:

UNITED ENERGY TRADING, LLC
225 UNION BLVD., STE 20020405 STATE HWY 249,
#850
LAKEWOOD, CO 80228HOUSTON, TX 77070

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2014

to

(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” November 1, 2019 - December 5,951

31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”11/01/2019 - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,951</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”11/01/2019 - 12/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>5,951</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: United Energy Trading, 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 21, 2024~~~~November 26, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **United Energy Trading, 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 ~~November 26, 2019~~~~April 3, 2017~~, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” From November 1, 2019~~ through December 31, 2027.

~~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 November 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. 948164, dated ~~October 21, 2024~~~~October 9, 2014~~.

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:** 5,951 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	5,951

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR

WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P
ALL POINTS-	

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

~~ELIGIBLE POINT MAXIMUM~~

<u>NAME</u>	<u>LOCATION</u>	<u>DAILY QUANTITY (Dth/d)</u>
NNG/TPC BEATRICE GAGE	902901	5,951

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE	46231

<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DEL ALL POINTS</u>	<u>42717PD</u>

**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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points 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

UNITED ENERGY TRADING, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Reserved for future use.

~~PALS REQUEST ORDER FORM~~

DATED: ~~January 12, 2024~~

Shipper: ~~UNITED ENERGY TRADING, LLC~~

PALS Agreement #: ~~950342~~

Type of Service: Park ~~_____~~ Loan ~~X~~.

Initiation Point Name(s) and Location(s): ~~WIC/TPC DULL KNIFE WELD 5001~~

Completion Point Name(s) and Location(s): ~~WIC/TPC DULL KNIFE WELD 5001~~

Maximum Aggregate Quantity: ~~10,000 (Dth)~~

Minimum Aggregate Quantity: ~~5,000 (Dth)~~

Term: ~~Start January 13, 2024 — End November 30, 2024~~

Schedule:

Date(s) Service to be Provided		Daily Quantity (Dth)			
		<input type="checkbox"/> Park or <input checked="" type="checkbox"/> Loan Payback		<input checked="" type="checkbox"/> Loan or <input type="checkbox"/> Park Payback	
From	Through	Minimum	Maximum	Minimum	Maximum
01/13/2024	01/16/2024	0	0	1,500	2,500
11/01/2024	11/30/2024	150	400	0	0

Rates:

~~Park or Loan Payback = quantities which Transporter RECEIVES from Shipper.~~

~~Loan or Park Payback = quantities which Transporter DELIVERS to Shipper.~~

Dates		Rate Description	Rate (\$/dth)
From	Through		
<u>01/13/2024</u>	<u>01/16/2024</u>	Initial Rate	See Additional Terms Permitted by Tariff
<u>01/13/2024</u>	<u>11/30/2024</u>	Balance Rate	See Additional Terms Permitted by Tariff
<u>11/01/2024</u>	<u>11/30/2024</u>	Completion Rate	See Additional Terms Permitted by Tariff

ADDITIONAL TERMS PERMITTED BY TARIFF:

For the entirety of the term, in lieu of the per Dth initial, balance, and completion rates associated with Rate Schedule PALS, Shipper agrees to pay TPC a negotiated Flat Fee of \$170,000 for the entirety of service provided under this Request Order. The Negotiated Flat Fee will be prorated for the actual quantity nominated and confirmed, but in no event will Shipper pay for less than Minimum Aggregate Quantity in this contract.

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

Shipper Approval:

Shipper: United Energy Trading, LLC
 Signature: _____
 Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC
 Signature: _____
 Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 32 amends and restates FTS Contract No. 948646 effective June 29, 2015

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:

TWIN EAGLE RESOURCE MANAGEMENT, LLC
1700 CITY PLAZA DRIVE SUITE 5008847 W. SAM
HOUSTON PKWY N
SPRINGHOUSTON, TX 7738977040

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): July 1, 2015

to

(Date, Period-of-Time or Event): March 31, 2027

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” November 1, 2019 - March 31, 10,000

2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>10,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>5,000</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE 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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement~~Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Twin Eagle Resource Management, 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 21, 2024~~~~November 21, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Twin Eagle Resource Management, 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 ~~November 21, 2019~~~~January 31, 2017~~, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” From November 1, 2019 through March 31, 2027.~~

~~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 November 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. 948646, dated ~~October 21, 2024~~June 29, 2015.

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:** 10,000 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	10,000

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

Trailblazer Pipeline Company LLC

FERC Gas Tariff
 First Revised Volume No. 2

Section 2.11 NRA Twin Eagle K# 948646
 Section Version: 3.0.0

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P
ALL POINTS	

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	5,000
NNG/TPC BEATRICE GAGE	902901	5,000

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

BHGD/TPC MID AMER	42406
ETHANOL PERKINS	
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE	46231
LIVESTOCK FEEDER	
NWC/TPC KEARNEY	25163
TIGT/TPC ADAMS	3850P
POET BIO/TPC ETHANOL	43517
FILLMORE	
TPC/NGPL GAGE	902900
BLACK HILLS/TPC	60328
DUONIX PLANT	
NPPD/TPC NPPD BEATRICE	41056
POWER STA. G	
KOCHFERTL/TPC	25750
INTER #2 GAGE	
NNG/TPC BEATRICE GAGE	902901
TPC/NE NITRO NITROGEN	60272
FILLMORE	
FUNDARE/TPC DELIVERY	60020
FUEL	
PSCC/TPC ACCTG WELD	3907
TPC / Heartwell RD Plant Adams	60487
TPC/REX LONE TREE	42717PD
WELD DELALL 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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer ~~all rights, including without limitation the~~. The Negotiated Rate is not applicable ~~rate(s), to be transferred to the replacement shipper to segmented capacity that results in new primary points.~~

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

TWIN EAGLE RESOURCE
MANAGEMENT, 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 October 22, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019, this Amendment No. 43 amends and restates FTS Contract No. 947961 effective May 5, 2014

Capacity rights for this Agreement were permanently released from Marathon Oil Company under contract No. 912479 dated March 20, 1997 with a term of August 1, 1997 through May 31, 2014. 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:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): June 1, 2014

to

(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned 21,200

Facilities”October 1, 2019 - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>21,200</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>21,200</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right,~~ 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500 , plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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.~~

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Macquarie Energy 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 21, 2024~~~~October 22, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Macquarie Energy 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 22, 2019~~~~June 7, 2017~~, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~~~From October 1, 2019~~ through December 31, 2027.

~~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. 947961, dated ~~October 21, 2024~~May 5, 2014.

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:** 21,200 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

NAME	LOCATION	ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)
WIC/TPC DULL KNIFE WELD	5001	21,200

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

NAME	LOCATION
CIG/TPC TOMAHAWK WELD	3856

TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P
ALL POINTS	

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	21,200

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231

<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DELALL POINTS</u>	<u>42717PD</u>

**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 the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation~~ The Negotiated Rate is not the applicable to segmented capacity that results in new primary points.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

MACQUARIE ENERGY LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~November 26, 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 Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 65 amends and restates FTS Contract No. 934288 effective April 26, 2007

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:

ANADARKO ENERGY SERVICES COMPANY
5 GREENWAY PLAZA, SUITE 1104099 18TH ST
HOUSTON, TX 77046DENVER, CO 80202

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): May 1, 2007

to

(Date, Period-of-Time or Event): March 31, 2027

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

(Date, Period-of-Time or Event)

MDQ

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019 - March 31,

36,39647,396

2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>29,740,407.74</u> <u>0</u>	<u>NO</u>
	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>736</u>	<u>NO</u>
	<u>3907</u>	<u>PSCC/TPC ACCTG WELD</u>	<u>5,920</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>Effective on the last in-service date of the facilities referred to in Docket No. CP22-468-000 as the “New REX Facilities” being placed into service 11/01/2019 - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>36,088,477.08</u> <u>8</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>308</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:

Prior 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 (“Prior 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 Prior 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~~During the term extension associated with the Prior Contractual Rollover Agreement~~Right~~, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

reimbursement for Fuel and Lost and Unaccounted For Gas.If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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~~ Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Anadarko Energy Services Company

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 21, 2024~~~~November 26, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Anadarko Energy Services Company** (“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 ~~November 26, 2019~~~~June 8, 2017~~, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~ ~~From November 1, 2019~~ through March 31, 2027.

~~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 November 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. 934288, dated ~~October 21, 2024~~ April 26, 2007.

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:** 36,39647,396 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>	<u>736</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>	<u>5,920</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>	<u>40,740</u>

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P ALL POINTS

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	47,088
NNG/TPC BEATRICE GAGE	902901	308

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.13 NRA Anadarko K# 934288
Section Version: 2.0.0

<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>WELD DEL ALL POINTS</u>	

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGESIssued on: December 23, 2024
Effective on: December 24, 2024

- 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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify must be specified in the capacity release offer ~~all rights, including without limitation the~~. The Negotiated Rate is not applicable rate(s), to be transferred to the replacement shipper to segmented capacity that results in new primary points.

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

ANADARKO ENERGY SERVICES
COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~October 22, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019, this Amendment No. 32 amends and restates FTS Contract No. 949230 effective July 27, 2016

Capacity rights for this Agreement were permanently released from WPX Energy Marketing, LLC under contract No. 911871 dated June 26, 1996 with a term of November 1, 1996 through July 31, 2016. 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): August 1, 2016
to
(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned 5,600

Facilities”October 1, 2019 - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,600</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>5,600</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.~~

~~Prior 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 ("Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right 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.~~

~~2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").~~

~~Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.~~

~~If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500 , plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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.

~~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: 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 (“Rate Agreement”) is entered into on ~~October 21, 2024~~~~October 22, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Morgan Stanley Capital Group Inc.** (“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 22, 2019~~~~May 4, 2017~~, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~~~From October 1, 2019~~ through December 31, 2027.

~~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. 949230, dated ~~October 21, 2024~~ July 27, 2016.

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:** 5,600 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

NAME	LOCATION	ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)
WIC/TPC DULL KNIFE WELD	5001	5,600

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P
ALL POINTS	

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
NNG/TPC BEATRICE GAGE	902901	5,600

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER	42406
ETHANOL PERKINS	

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL ALL POINTS</u>	

**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 the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify ~~must be specified~~ in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points.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

MORGAN STANLEY CAPITAL GROUP INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~October 22, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~October 1, 2019~~, this Amendment No. 32 amends and restates FTS Contract No. 949234 effective July 27, 2016

Capacity rights for this Agreement were permanently released from WPX Energy Marketing, LLC under contract No. 911925 dated July 25, 1996 with a term of December 1, 1996 through July 31, 2016.

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): August 1, 2016
to
(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned 4,320

Facilities”October 1, 2019 - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>4,320</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>4,320</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.~~

~~Prior 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 ("Prior 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 Prior Contractual Rollover Right at any time during the Term of this Agreement, but not later than six months prior to the expiration of same, by providing written notice of such exercise to Trailblazer. During the term extension associated with the Prior Contractual Rollover Right, 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.~~

~~2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").~~

~~Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.~~

~~If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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.

~~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: 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 (“Rate Agreement”) is entered into on ~~October 21, 2024~~~~October 22, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Morgan Stanley Capital Group Inc.** (“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 22, 2019~~~~May 4, 2017~~, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~~~From October 1, 2019~~ through December 31, 2027.

~~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. 949234, dated ~~October 21, 2024~~July 27, 2016.

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:** 4,320 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	4,320

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.15 NRA Morgan Stanley K# 949234
Section Version: 2.0.0

<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>
<u>ALL POINTS</u>	<u>-</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>	<u>4,320</u>

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	

<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DELALL POINTS</u>	<u>42717PD</u>

**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, ~~the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein 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~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify must be specified in the capacity release offer. ~~all rights, including without limitation the The Negotiated Rate is not applicable to segmented capacity that results in new primary points.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

MORGAN STANLEY CAPITAL GROUP INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~October 22, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019, this Amendment No. 32 amends and restates FTS Contract No. 949232 effective July 27, 2016.

Capacity rights for this Agreement were permanently permanently released from WPX Energy Marketing, LLC under contract No. 927599 dated August 8, 2002 with a term of January 2, 2003 through July 31, 2016 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): August 1, 2016
to
(Date, Period-of-Time or Event): December 31, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned</u>	<u>21,200</u>

Facilities”October 1, 2019 - December 31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>21,200</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>21,200</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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.

~~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: 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 (“Rate Agreement”) is entered into on ~~October 21, 2024~~~~October 22, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Morgan Stanley Capital Group Inc.** (“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 22, 2019~~~~May 4, 2017~~, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~~~From October 1, 2019~~ through December 31, 2027.

~~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. 949232, dated ~~October 21, 2024~~ ~~July 27, 2016~~.

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:** 21,200 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	21,200

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR

WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P
ALL POINTS	

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	21,200

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE LIVESTOCK FEEDER	46231

<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DEL ALL POINTS</u>	<u>42717PD</u>

**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, ~~the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein 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~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify ~~must be specified~~ in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points.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

MORGAN STANLEY CAPITAL GROUP INC.

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 ~~October 21, 2024~~June 14, 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)

~~—X~~ effective November 1, 2019 and is the original contract

X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 950586 effective June 14, 2018

_____ 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:

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

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019
to
(Date, Period-of-Time or Event): June 30, 2026~~2024~~

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – June 30, 2025</u> November 1, 2019 – June 30, 2020	<u>5,000</u>
<u>July 1, 2020 – October 31, 2020</u>	<u>—0</u>

<u>July 1, 2025 – October 31, 2025</u>	<u>0</u>
<u>November 1, 2025 – June 30, 2026</u>	<u>5,000</u>
<u>November 1, 2020 – June 30, 2021</u>	<u>5,000</u>
<u>July 1, 2021 – October 31, 2021</u>	<u>0</u>
<u>November 1, 2021 – June 30, 2022</u>	<u>5,000</u>
<u>July 1, 2022 – October 31, 2022</u>	<u>0</u>
<u>November 1, 2022 – June 30, 2023</u>	<u>5,000</u>
<u>July 1, 2023 – October 31, 2023</u>	<u>0</u>
<u>November 1, 2013 – June 30, 2024</u>	<u>5,000</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDRQ	By Displacement Only (Yes or No)
11/01/2019 – 06/30/2020	5001	WIC/TPC DULL KNIFE WELD	5,000	NO
Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2025	5001	WIC/TPC DULL KNIFE WELD	5,000	NO
07/01/2025 – 10/31/2025	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2025 – 06/30/2026	5001	WIC/TPC DULL KNIFE WELD	5,000	NO
07/01/2020 – 10/31/2020	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2020 – 06/30/2021	5001	WIC/TPC DULL KNIFE WELD	5,000	NO
07/01/2021 – 10/31/2021	5001	WIC/TPC DULL KNIFE WELD	0	NO

11/01/2021– 06/30/2022	5001	WIC/TPC DULL KNIFE WELD	5,000	NO
07/01/2022– 10/31/2022	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2022– 06/30/2023	5001	WIC/TPC DULL KNIFE WELD	5,000	NO
07/01/2023– 10/31/2023	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2023– 06/30/2024	5001	WIC/TPC DULL KNIFE WELD	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)
11/01/2019– 06/30/2020	902900	TPC/NGPL GAGE	5,000	NO
Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2025	902900	TPC/NGPL GAGE	5,000	NO
07/01/2025 – 10/31/2025	902900	TPC/NGPL GAGE	0	NO
11/01/2025 – 06/30/2026	902900	TPC/NGPL GAGE	5,000	NO
07/01/2020– 10/31/2020	902900	TPC/NGPL GAGE	0	NO

11/01/2020– 06/30/2021	902900	TPC/NGPL–GAGE	5,000	NO
07/01/2021– 10/31/2021	902900	TPC/NGPL–GAGE	0	NO
11/01/2021– 06/30/2022	902900	TPC/NGPL–GAGE	5,000	NO
07/01/2022– 10/31/2022	902900	TPC/NGPL–GAGE	0	NO
11/01/2022– 06/30/2023	902900	TPC/NGPL–GAGE	5,000	NO
07/01/2023– 10/31/2023	902900	TPC/NGPL–GAGE	0	NO
11/01/2023– 06/30/2024	902900	TPC/NGPL–GAGE	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
- ___ 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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 on ~~October 21, 2024~~this 14th day of June 2018 (“**Agreement Date**”), by and between **Trailblazer Pipeline Company LLC** (“**Trailblazer TPC**”) and **Morgan Stanley Capital Group Inc.** (“**Shipper**”).

In accordance with the provisions of ~~TPC’s Trailblazer’s~~ Federal Energy Regulatory Commission (“**FERC**”) Gas Tariff (“**Tariff**”), ~~TPC 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 ~~TPC Trailblazer~~ 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through June 30, 2026. From November 1, 2019 through June 30, 2024.~~

1.2 **Transportation Agreement:** ~~Rate Schedule FTS using Expansion System Capacity, Agreement No. 950586, dated October 21, 2024.~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time. Rate Schedule FTS, Agreement No. 950586, dated June 14, 2018. This Agreement is incorporated by reference as part of the Transportation Agreement for all purposes.~~

1.3 **Eligible Firm Transportation Quantity**~~Negotiated Rates:~~

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – June 30, 2025	5,000 dekatherms per day (“Dth/d”)
July 1, 2025 – October 31, 2025	0 Dth/d
November 1, 2025 – June 30, 2026	5,000 Dth/d

~~For each month of the Negotiated Rate Term, Shipper shall pay a Fixed Negotiated Reservation Rate of \$3.26979 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 Agree~~1.4 **Negotiated Rate(s) Eligible Firm Transportation Quantity:**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

Term	MDQ dekatherms per day ("Dth/d")
11/1/2019 - 6/30/2020	5,000
7/1/2020 - 10/31/2020	0
11/1/2020 - 6/30/2021	5,000
7/1/2021 - 10/31/2021	0
11/1/2021 - 6/30/2022	5,000
7/1/2022 - 10/31/2022	0
11/1/2022 - 6/30/2023	5,000
7/1/2023 - 10/31/2023	0
11/1/2023 - 6/30/2024	5,000

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
November 1, 2019 – June 30, 2020		
WIC/TPC DULL KNIFE WELD	5001	5,000
July 1, 2020 – October 31, 2020		
WIC/TPC DULL KNIFE WELD	5001	0
November 1, 2020 – June 30, 2021		
WIC/TPC DULL KNIFE WELD	5001	5,000
July 1, 2021 – October 31, 2021		
WIC/TPC DULL KNIFE WELD	5001	0

November 1, 2021 — June 30, 2022		
WIC/TPC DULL KNIFE WELD	5001	5,000
July 1, 2022 — October 31, 2022		
WIC/TPC DULL KNIFE WELD	5001	0
November 1, 2022 — June 30, 2023		
WIC/TPC DULL KNIFE WELD	5001	5,000
July 1, 2023 — October 31, 2023		
WIC/TPC DULL KNIFE WELD	5001	0
November 1, 2023 — June 30, 2024		
WIC/TPC DULL KNIFE WELD	5001	5,000

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>

TPC/REX ADAMS 60898P

— NAME LOCATION

TIGT/TPC BEACON CAMP 56127P

TPC/REX LONE TREE WELD 42717P

CIG/TPC TOMAHAWK WELD 3856

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>November 1, 2019 — June 30, 2020</u>		
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>5,000</u>
<u>July 1, 2020 — October 31, 2020</u>		
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>0</u>
<u>November 1, 2020 — June 30, 2021</u>		
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>5,000</u>
<u>July 1, 2021 — October 31, 2021</u>		
<u>NGPL/TPC GAGE</u>	<u>902900</u>	<u>0</u>
<u>November 1, 2021 — June 30, 2022</u>		
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>5,000</u>
<u>July 1, 2022 — October 31, 2022</u>		
<u>TPC/NGPL GAGE</u>	<u>920900</u>	<u>0</u>
<u>November 1, 2022 — June 30, 2023</u>		
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>5,000</u>
<u>July 1, 2023 — October 31, 2023</u>		
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>0</u>
<u>November 1, 2023 — June 30, 2024</u>		
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>5,000</u>

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER ETHANOL PERKINS</u>	<u>42406</u>
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE LIVESTOCK FEEDER</u>	<u>46231</u>
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DEL</u>	<u>42717PD</u>

<u>NAME</u>	<u>LOCATION</u>
TIGT/TPC-CLAY	3851P
TIGT/TPC-ADAMS	3850P
NNG/TPC BEATRICE GAGE	902901

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.~~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 then applicable 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 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.~~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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~ 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: _____

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 ~~September 17, 2021~~ October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2021, this Amendment No. 24 amends and restates FTS Contract No. 950125 effective February 1, 2018

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:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): April 1, 2018
to

(Date, Period-of-Time or Event): March 31, 2026

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

<p>(Date, Period-of-Time or Event) <u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” April 1, 2018 - March 31, 2026</u></p>	<p><u>MDQ</u> <u>30,000</u></p>
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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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2021 - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>30,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2021 - 03/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>30,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

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

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable
 Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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

Shipper Approval:

Shipper: Macquarie Energy LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

Title: _____

IN
WITNESS

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

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on October 21, 2024~~September 17, 2021~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Macquarie Energy 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 September 17, 2021, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2021~~ through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950125, dated October 21, 2024~~September 17, 2021~~.

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:** 30,000 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

1.6 Eligible Secondary Receipt Point(s):

<u>NAME</u>	<u>LOCATION</u>

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer: NONE

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer: NONE

~~—NAME~~

LOCATION

~~—NONE—~~

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 the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points. ~~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

FERC Gas Tariff
First Revised Volume No. 2

Section 2.19 NRA Macquarie K# 950125
Section Version: 2.0.0

TRAILBLAZER PIPELINE
COMPANY LLC

MACQUARIE ENERGY 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 October 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as "Abandoned Facilities", this Amendment No. 33 amends and Restates FTS Contract No. 948183 effective October 17, 2014

 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:

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

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): December 22, 2014
 to

 (Date, Period-of-Time or Event): October 31, 2029

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as "Abandoned</u>	<u>105,500</u>

Facilities” - October 31, 2029

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>95,864</u>	<u>NO</u>
	<u>56127P</u>	<u>TIGT/TPC BEACON CAMP</u>	<u>9,636</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2029</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>105,500</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: 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 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Tallgrass Interstate Gas Transmission, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through October 31, 2029.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 948183, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 105,500 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.20 NRA TIGT K# 948183
Section Version: 3.0.0

<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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: _____

Reserved for future use.

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 21 amends and restates FTS Contract No. 949746 effective August 3, 2017

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, 2018

to

(Date, Period-of-Time or Event): March 31, 2028

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019 - March 31, 2028 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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 03/31/2028</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 03/31/2028</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>2,500</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>2,500</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 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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.21 NRA CIMA K# 949746
Section Version: 2.0.0

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and CIMA ENERGY, LP (“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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2028.

1.2 **Transportation Agreement:** Rate Schedule FTS using Existing System Capacity, Agreement No. 949746, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.21 NRA CIMA K# 949746
Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u> <u>ETHANOL PERKINS</u>	<u>42406</u>
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u> <u>LIVESTOCK FEEDER</u>	<u>46231</u>
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u> <u>FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u> <u>DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE</u> <u>POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC</u> <u>INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u> <u>FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY</u> <u>FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u> <u>WELD DEL</u>	<u>42717PD</u>

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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 _____ CIMA ENERGY, LP
COMPANY 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 November 21, 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~~

~~_____ X effective November 1, 2019, this Amendment No. 1 amends and restates
_____ FTS Contract No. 949746 effective August 3, 2017.~~

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

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

~~_____ X 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, 2018~~

~~_____ to~~

~~_____ (Date, Period of Time or Event): March 31, 2028~~

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

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

November 1, 2019 - March 31, 2028 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>11/01/2019–03/31/2028</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>11/01/2019–03/31/2028</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>2,500</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>2,500</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 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: CIMA Energy, LP
Signature: _____
Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC
Signature: _____
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 October 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 933697 effective November 9, 2006

 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:

 MACQUARIE ENERGY LLC
 500 DALLAS STREET, SUITE 3300
 HOUSTON, TX 77002

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): November 10, 2006
 to

 (Date, Period-of-Time or Event): March 31, 2026

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

<u> (Date, Period-of-Time or Event)</u>	<u> MDQ</u>
<u> Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – March 31, 2025</u>	<u> 15,000</u>

<u>April 1, 2025 – October 31, 2025</u>	<u>0</u>
<u>November 1, 2025 – March 31, 2026</u>	<u>15,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2025</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>15,000</u>	<u>NO</u>
<u>04/01/2025 – 10/31/2025</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>15,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,000</u>	<u>NO</u>

<u>04/01/2025 - 10/31/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 - 03/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

None

Lump-sum payment of _____

Monthly fee of _____ through _____

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise: _____

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

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

(Check one):

Not Applicable

Applicable (Complete the following):

Other Rollover Terms and Conditions:

Prior Contractual Rollover Right. Shipper shall have the unilateral one-time right to roll over this Agreement effective upon its expiration, at the then-existing MDQ, for a term of between one and ten years as chosen by the Shipper, in accordance with Section 18.2 of the General Terms and Conditions of Trailblazer's FERC Gas Tariff and pursuant to the terms and conditions set forth below ("Prior Contractual Rollover Right"). Shipper can exercise its Prior Contractual Rollover Right at any time during the term of this Agreement, but not later than six months prior to the expiration of the same, by providing written notice of such exercise to Trailblazer.

To effectuate its Prior Contractual Rollover Right, Shipper shall enter into a new service agreement under Rate Schedule FTS consistent with Trailblazer's Tariff (the "Rollover Agreement"). Under the Rollover Agreement, Shipper will pay the applicable tariff maximum reservation rate for service thereunder, as such rate may change during the term thereof, as well as all other applicable maximum rates, charges and surcharges contained in Trailblazer's Tariff, including but not limited to, commodity charges and reimbursement for Fuel and Unaccounted For Gas.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Macquarie Energy 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 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Macquarie Energy 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 933697, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:**

<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – March 31, 2025</u>	<u>15,000 dekatherms per day (“Dth/d”)</u>
<u>April 1, 2025 – October 31, 2025</u>	<u>0 Dth/d</u>
<u>November 1, 2025 – March 31, 2026</u>	<u>15,000 Dth/d</u>

1.4 **Negotiated Rate(s):**

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MACQUARIE ENERGY LLC

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 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 953055 effective October 24, 2019

 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:

 MACQUARIE ENERGY LLC
 500 DALLAS STREET, SUITE 3300
 HOUSTON, TX 77002

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): November 1, 2019
 to

 (Date, Period-of-Time or Event): December 31, 2030

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

<u> (Date, Period-of-Time or Event)</u>	<u> MDQ</u>
<u> Effective on the final abandonment date</u>	<u> 855</u>
<u> of all the facilities referred to in Docket</u>	
<u> No. CP22-468-000 as “Abandoned</u>	
<u> Facilities” - December 31, 2030</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2030</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>855</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 12/31/2030</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>855</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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Macquarie Energy 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 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Macquarie Energy 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through December 31, 2030.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 953055, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 855 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER	42406
ETHANOL PERKINS	

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MACQUARIE ENERGY LLC

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 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 4 amends and restates FTS Contract No. 950446 effective May 10, 2018

 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:

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

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): November 1, 2018

 to

 (Date, Period-of-Time or Event): March 31, 2026

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

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

 Effective on the final abandonment date 5,250

 of all the facilities referred to in Docket

 No. CP22-468-000 as “Abandoned

 Facilities” - March 31, 2026

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,250</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>5,250</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Koch Energy Services, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950446, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 5,250 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.25 NRA Koch Energy K# 950446
Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u> <u>ETHANOL PERKINS</u>	<u>42406</u>
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u> <u>LIVESTOCK FEEDER</u>	<u>46231</u>
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u> <u>FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u> <u>DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE</u> <u>POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC</u> <u>INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u> <u>FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY</u> <u>FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u> <u>WELD DEL</u>	<u>42717PD</u>

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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 _____

KOCH ENERGY SERVICES, LLC _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

~~Reserved for future use.~~

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~May 9, 2022, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2022, this Amendment No. 31 amends and restates FTS Contract No. 950447 effective May 10, 2018 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:

BP ENERGY COMPANY
201 HELIOS WAY
HOUSTON, TX 77079

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2018

to

(Date, Period-of-Time or Event): March 31, 2026~~2025~~

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

(Date, Period-of-Time or Event)MDQEffective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2022 – March 31, 2026~~2025~~5,250

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”11/01/2022 – 03/31/20262025</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,250</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”11/01/2022 - 03/31/20262025</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>5,250</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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.

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.26 NRA BP Energy K# 950447
Section Version: 2.0.0

Shipper Approval:

Shipper: BP Energy Company

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 ~~May 9, 2022~~October 21, 2024 (“Agreement Date”), by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **BP Energy Company** (“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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2022~~ through March 31, ~~2026~~2025.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950447, dated October 21, 2024~~May 10, 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:** 5,250 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	5,250

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P ALL POINTS

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
NNG/TPC BEATRICE GAGE	902901	5,250

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u> <u>ETHANOL PERKINS</u>	<u>42406</u>
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u> <u>LIVESTOCK FEEDER</u>	<u>46231</u>
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u> <u>FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u> <u>DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE</u> <u>POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC</u> <u>INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u> <u>FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY</u> <u>FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>

WELD DEL ~~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, ~~the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein identified in Section 1.2, all rights granted to Shipper~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~For the avoidance of doubt, all other rights and obligations being conferred in a Shipper acknowledges that, in the event of a partial capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify must be specified in the capacity release offer. all rights, including without limitation the The Negotiated Rate is not applicable to segmented capacity that results in new primary points.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
COMPANY LLC**

BP ENERGY COMPANY

By: _____

By: _____

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.26 NRA BP Energy K# 950447
Section Version: 2.0.0

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 October 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 950448 effective May 10, 2018

 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:

 GREEN PLAINS TRADE GROUP, LLC
 1811 AKSARBEN DR.
 OMAHA, NE 68106

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): November 1, 2018
 to

 (Date, Period-of-Time or Event): March 31, 2026

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

 (Date, Period-of-Time or Event) MDQ
 Effective on the final abandonment date 5,250
 of all the facilities referred to in Docket
 No. CP22-468-000 as “Abandoned
 Facilities” - March 31, 2026

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>5,250</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>5,250</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Green Plains Trade Group, 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 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Green Plains Trade Group, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950448, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 5,250 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

GREEN PLAINS TRADE GROUP, LLC

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 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 953014 effective October 24, 2019

 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:

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

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): November 1, 2019
 to

 (Date, Period-of-Time or Event): June 30, 2031

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

<u> (Date, Period-of-Time or Event)</u>	<u> MDQ</u>
<u> Effective on the final abandonment date</u>	<u> 855</u>
<u> of all the facilities referred to in Docket</u>	
<u> No. CP22-468-000 as “Abandoned</u>	
<u> Facilities” - June 30, 2031</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2031</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>855</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2031</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>855</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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Koch Energy Services, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through June 30, 2031.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 953014, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 855 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>

<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

KOCH ENERGY SERVICES, LLC

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 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 954465 effective September 17, 2020

 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:

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

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): January 1, 2021
 to

 (Date, Period-of-Time or Event): October 31, 2031

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

 (Date, Period-of-Time or Event) MDQ
 Effective on the final abandonment date 5,985
 of all the facilities referred to in Docket
 No. CP22-468-000 as “Abandoned

Facilities” - October 31, 2031

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2031</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>5,985</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 10/31/2031</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>5,985</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: 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 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Tallgrass Interstate Gas Transmission, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through October 31, 2031.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 954465, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 5,985 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER	42406
ETHANOL PERKINS	

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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: _____

~~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 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 950560 effective June 11, 2018

 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:

 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, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - March 31, 2027</u>	<u>9,111</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>9,111</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>9,111</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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Koch Energy Services, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950560, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 9,111 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>

<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

KOCH ENERGY SERVICES, LLC

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 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 950561 effective June 11, 2018

 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:

 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, 2027

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - March 31, 2027</u>	<u>22,778</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>22,778</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>22,778</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Morgan Stanley Capital Group Inc. (“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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950561, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 22,778 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>

<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MORGAN STANLEY CAPITAL GROUP INC.

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 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 2 amends and restates FTS Contract No. 950562 effective June 11, 2018

 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:

 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, 2027

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

<u> (Date, Period-of-Time or Event)</u>	<u> MDQ</u>
<u> Effective on the final abandonment date</u>	<u> 9,111</u>
<u> of all the facilities referred to in Docket</u>	
<u> No. CP22-468-000 as “Abandoned</u>	
<u> Facilities” - March 31, 2027</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>9,111</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>9,111</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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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 (“Rate Agreement”) is entered into on October 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and CIMA ENERGY, LP (“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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2027.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 950562, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 9,111 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 \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>

<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

CIMA ENERGY, LP

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 14, 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 November 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:~~

~~_____
MIECO, INC.
12110 N. PECOS STREET, SUITE 270
WESTMINSTER, CO 80234~~

4. ~~TERM OF SERVICE:~~

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

~~_____ (Date, Period of Time or Event): June 30, 2024~~

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

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

~~November 1, 2019 – June 30, 2020 _____ 1,726~~

~~July 1, 2020 – October 31, 2020 _____ 0~~

~~November 1, 2020 – June 30, 2021 _____ 1,726~~

July 1, 2021—October 31, 2021	—0
November 1, 2021—June 30, 2022	—1,726
July 1, 2022—October 31, 2022	—0
November 1, 2022—June 30, 2023	—1,726
July 1, 2023—October 31, 2023	—0
November 1, 2023—June 30, 2024	—1,726

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)
11/01/2019—06/30/2020	5001	WIC/TPC DULL KNIFE WELD	1,726	NO
07/01/2020—10/31/2020	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2020—06/30/2021	5001	WIC/TPC DULL KNIFE WELD	1,726	NO
07/01/2021—10/31/2021	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2021—06/30/2022	5001	WIC/TPC DULL KNIFE WELD	1,726	NO
07/01/2022—10/31/2022	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2022—06/30/2023	5001	WIC/TPC DULL KNIFE WELD	1,726	NO
07/01/2023—10/31/2023	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2023—06/30/2024	5001	WIC/TPC DULL KNIFE WELD	1,726	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)
11/01/2019–06/30/2020	902901	NNG/TPC BEATRICE GAGE	1,726	NO
07/01/2020–10/31/2020	902901	NNG/TPC BEATRICE GAGE	0	NO
11/01/2020–06/30/2021	902901	NNG/TPC BEATRICE GAGE	1,726	NO
07/01/2021–10/31/2021	902901	NNG/TPC BEATRICE GAGE	0	NO
11/01/2021–06/30/2022	902901	NNG/TPC BEATRICE GAGE	1,726	NO
07/01/2022–10/31/2022	902901	NNG/TPC BEATRICE GAGE	0	NO
11/01/2022–06/30/2023	902901	NNG/TPC BEATRICE GAGE	1,726	NO
07/01/2023–10/31/2023	902901	NNG/TPC BEATRICE GAGE	0	NO
11/01/2023–06/30/2024	902901	NNG/TPC BEATRICE GAGE	1,726	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: Mieco, 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 14th day of June 2018 (“Agreement Date”), by and between Trailblazer Pipeline Company LLC (“TPC”) and Mico, 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 November 1, 2019 through June 30, 2024.~~

~~1.2 **Transportation Agreement:** Rate Schedule FTS, Agreement No. 950587, dated June 14, 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 \$3.26979 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:~~

Term	MDQ dekatherms per day ("Dth/d")
11/1/2019 - 6/30/2020	1,726
7/1/2020 - 10/31/2020	0
11/1/2020 - 6/30/2021	1,726
7/1/2021 - 10/31/2021	0
11/1/2021 - 6/30/2022	1,726
7/1/2022 - 10/31/2022	0
11/1/2022 - 6/30/2023	1,726
7/1/2023 - 10/31/2023	0
11/1/2023 - 6/30/2024	1,726

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

NAME	LOCATION	ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)
November 1, 2019 – June 30, 2020		
WIC/TPC DULL KNIFE WELD	5001	1,726
July 1, 2020 – October 31, 2020		
WIC/TPC DULL KNIFE WELD	5001	0
November 1, 2020 – June 30, 2021		
WIC/TPC DULL KNIFE WELD	5001	1,726
July 1, 2021 – October 31, 2021		
WIC/TPC DULL KNIFE WELD	5001	0
November 1, 2021 – June 30, 2022		
WIC/TPC DULL KNIFE WELD	5001	1,726
July 1, 2022 – October 31, 2022		
WIC/TPC DULL KNIFE WELD	5001	0
November 1, 2022 – June 30, 2023		
WIC/TPC DULL KNIFE WELD	5001	1,726
July 1, 2023 – October 31, 2023		
WIC/TPC DULL KNIFE WELD	5001	0
November 1, 2023 – June 30, 2024		
WIC/TPC DULL KNIFE WELD	5001	1,726

-

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

<u>NAME</u>	<u>LOCATION</u>
TIGT/TPC BEACON CAMP	56127P
TPC/REX LONE TREE WELD	42717P
E-CHEYEN/TPC LOGAN	45401
-CIG/TPC TOMAHAWK WELD	3856

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

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
November 1, 2019 – June 30, 2020		
NNG/TPC BEATRICE GAGE	902901	1,726
July 1, 2020 – October 31, 2020		
NNG/TPC BEATRICE GAGE	902901	0
November 1, 2020 – June 30, 2021		
NNG/TPC BEATRICE GAGE	902901	1,726
July 1, 2021 – October 31, 2021		
NNG/TPC BEATRICE GAGE	902901	0
November 1, 2021 – June 30, 2022		
NNG/TPC BEATRICE GAGE	902901	1,726
July 1, 2022 – October 31, 2022		
NNG/TPC BEATRICE GAGE	920901	0
November 1, 2022 – June 30, 2023		
NNG/TPC BEATRICE GAGE	902901	1,726
July 1, 2023 – October 31, 2023		
NNG/TPC BEATRICE GAGE	902901	0
November 1, 2023 – June 30, 2024		
NNG/TPC BEATRICE GAGE	902901	1,726

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

<u>NAME</u>	<u>LOCATION</u>
TIGT/TPC-CLAY	3851P
TIGT/TPC-ADAMS	3850P
E-CHEYEN/TPC-LOGAN	45401
NGPL/TPC-GAGE	902900

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 then applicable 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~~ _____ ~~MIECO, INC.~~ _____
~~COMPANY LLC~~ _____
~~(“Shipper”)~~ _____ ~~(“TPC”)~~ _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~June 14, 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 November 1, 2019 and is the original contract

effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 950588 effective June 14, 2018

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:

CITADEL ENERGY MARKETING LLC
33 BENEDICT PLACE, 4TH FLOOR131 S. DEARBORN
STREET
GREENWICH, CT 06830CHICAGO, IL 60603

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019

to

(Date, Period-of-Time or Event): June 30, 20262024

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

(Date, Period-of-Time or Event)

Effective on the final abandonment date of all
the facilities referred to in Docket No. CP22-
468-000 as “Abandoned Facilities”
– June 30, 2025

July 1, 2025 – October 31, 2025

MDQ

15,024

0

November 1, 2025 - June 30, 2026	15,024
November 1, 2019 - June 30, 2020	15,024
July 1, 2020 - October 31, 2020	0
November 1, 2020 - June 30, 2021	15,024
July 1, 2021 - October 31, 2021	0
November 1, 2021 - June 30, 2022	15,024
July 1, 2022 - October 31, 2022	0
November 1, 2022 - June 30, 2023	15,024
July 1, 2023 - October 31, 2023	0
November 1, 2023 - June 30, 2024	15,024

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)
11/01/2019 - 06/30/2020	5001	WIC/TPC DULL KNIFE WELD	15,024	NO
07/01/2020 - 10/31/2020	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2020 - 06/30/2021	5001	WIC/TPC DULL KNIFE WELD	15,024	NO
07/01/2021 - 10/31/2021	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2021 - 06/30/2022	5001	WIC/TPC DULL KNIFE WELD	15,024	NO
07/01/2022 - 10/31/2022	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2022 - 06/30/2023	5001	WIC/TPC DULL KNIFE WELD	15,024	NO
07/01/2023 - 10/31/2023	5001	WIC/TPC DULL KNIFE WELD	0	NO

11/01/2023 – 06/30/2024	5001	WIC/TPC DULL KNIFE WELD	15,024	NO
Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2025	5001	WIC/TPC DULL KNIFE WELD	15,024	NO
07/01/2025 – 10/31/2025	5001	WIC/TPC DULL KNIFE WELD	0	NO
11/01/2025 - 06/30/2026	5001	WIC/TPC DULL KNIFE WELD	15,024	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)
11/01/2019 – 06/30/2020	902900	TPC/NGPL – GAGE	15,024	NO
07/01/2020 – 10/31/2020	902900	TPC/NGPL – GAGE	0	NO
11/01/2020 – 06/30/2021	902900	TPC/NGPL – GAGE	15,024	NO
07/01/2021 – 10/31/2021	902900	TPC/NGPL – GAGE	0	NO
11/01/2021 – 06/30/2022	902900	TPC/NGPL – GAGE	15,024	NO

<u>07/01/2022– 10/31/2022</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>0</u>	<u>NO</u>
<u>11/01/2022– 06/30/2023</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,024</u>	<u>NO</u>
<u>07/01/2023– 10/31/2023</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>0</u>	<u>NO</u>
<u>11/01/2023– 06/30/2024</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,024</u>	<u>NO</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 06/30/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,024</u>	<u>NO</u>
<u>07/01/2025 – 10/31/2025</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>0</u>	<u>NO</u>
<u>11/01/2025 - 06/30/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>15,024</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Citadel Energy Marketing 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 14th day of ~~October 21, 2024~~~~June 2018~~ (“**Agreement Date**”), by and between **Trailblazer Pipeline Company LLC** (“**TPC**”) and **Citadel Energy Marketing 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” from November 1, 2019 through June 30, 2026~~2024.

1.2 **Transportation Agreement:** ~~Rate Schedule FTS using Expansion System Capacity, Agreement No. 950588, dated October 21, 2024.~~

~~The rate provisions of this Rate Agreement shall apply to the service provided under the Transportation Agreement, as it may be amended from time to time. Rate Schedule FTS, Agreement No. 950588, dated June 14, 2018. This Agreement is incorporated by reference as part of the Transportation Agreement for all purposes.~~

1.3 **Eligible Firm Transportation Quantity**~~Negotiated Rates:~~

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – June 30, 2025	15,024 dekatherms per day (“Dth/d”)
July 1, 2025 – October 31, 2025	0 Dth/d
November 1, 2025 – June 30, 2026	15,024 Dth/d

~~For each month of the Negotiated Rate Term, Shipper shall pay a Fixed Negotiated Reservation Rate of \$3.26979 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 **Negotiated Rate(s)**~~Eligible Firm Transportation Quantity:~~

For each month of the Negotiated Rate Term, Shipper shall pay a fixed negotiated reservation rate of \$2.13530 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

Term	MDQ dekatherms per day ("Dth/d")
11/1/2019 - 6/30/2020	15,024
7/1/2020 - 10/31/2020	0
11/1/2020 - 6/30/2021	15,024
7/1/2021 - 10/31/2021	0
11/1/2021 - 6/30/2022	15,024
7/1/2022 - 10/31/2022	0
11/1/2022 - 6/30/2023	15,024
7/1/2023 - 10/31/2023	0
11/1/2023 - 6/30/2024	15,024

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>November 1, 2019 – June 30, 2020</u>		
WIC/TPC DULL KNIFE WELD	5001	15,024
<u>July 1, 2020 – October 31, 2020</u>		
WIC/TPC DULL KNIFE WELD	5001	0
<u>November 1, 2020 – June 30, 2021</u>		
WIC/TPC DULL KNIFE WELD	5001	15,024
<u>July 1, 2021 – October 31, 2021</u>		
WIC/TPC DULL KNIFE WELD	5001	0
<u>November 1, 2021 – June 30, 2022</u>		
WIC/TPC DULL KNIFE WELD	5001	15,024

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.37 NRA Citadel K# 950588
Section Version: 5.0.0

~~July 1, 2022—October 31, 2022~~
~~WIC/TPC DULL KNIFE WELD 5001 0~~

~~November 1, 2022—June 30, 2023~~
~~WIC/TPC DULL KNIFE WELD 5001 15,024~~

~~July 1, 2023—October 31, 2023~~
~~WIC/TPC DULL KNIFE WELD 5001 0~~

~~November 1, 2023—June 30, 2024~~
~~WIC/TPC DULL KNIFE WELD 5001 15,02~~

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

<u>NAME</u>	<u>LOCATION</u>
TIGT/TPC-BEACON-CAMP	56127P
TPC/REX-LONE-TREE-WELD	42717P
E-CHEYEN/TPC-LOGAN	45401
CIG/TPC-TOMAHAWK-WELD	3856

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement. **ELIGIBLE POINT MAXIMUM**

<u>NAME</u>	<u>LOCATION</u>	<u>DAILY QUANTITY (Dth/d)</u>
<u>November 1, 2019 – June 30, 2020</u>		
TPC/NGPL-GAGE	902900	15,024
<u>July 1, 2020 – October 31, 2020</u>		
TPC/NGPL-GAGE	902900	0
<u>November 1, 2020 – June 30, 2021</u>		
TPC/NGPL-GAGE	902900	15,024
<u>July 1, 2021 – October 31, 2021</u>		
TPC/NGPL-GAGE	902900	0
<u>November 1, 2021 – June 30, 2022</u>		
TPC/NGPL-GAGE	902900	15,024
<u>July 1, 2022 – October 31, 2022</u>		
TPC/NGPL-GAGE	920900	0
<u>November 1, 2022 – June 30, 2023</u>		
TPC/NGPL-GAGE	902900	15,024
<u>July 1, 2023 – October 31, 2023</u>		
TPC/NGPL-GAGE	902900	0
<u>November 1, 2023 – June 30, 2024</u>		
TPC/NGPL-GAGE	902900	15,024

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER ETHANOL PERKINS</u>	<u>42406</u>
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE LIVESTOCK FEEDER</u>	<u>46231</u>
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>

~~TPC/REX LONE TREE 42717PD
WELD DEL~~

<u>NAME</u>	<u>LOCATION</u>
TIGT/TPC CLAY	3851P
TIGT/TPC ADAMS	3850P
*E CHEYEN/TPC LOGAN	45401
NNG/TPC BEATRICE GAGE	902901

~~*Deliveries to this point will be charged an incremental \$0.05/dth.~~

**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.~~ ~~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 then applicable 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 TrailblazerTPC, all applicable maximum rates, charges, surcharges, fees, 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 identified in Section 1.2.

2.3 **Capacity Releases.** ~~Shipper acknowledges that, in the event of a capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.~~ 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.

TrailblazerPC 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**
(“Shipper”)

CITADEL ENERGY MARKETING LLC
(“TPC”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~October 22, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019, this Amendment No. 65 amends and restates FTS Contract No. 912541 effective March 26, 1997

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:

CHEVRON U.S.A. INC.
PO BOX 100997
HOUSTON, TX 77212-0997

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): August 1, 1997
to
(Date, Period-of-Time or Event): July 31, 2029

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019 - July 31, 2029 20,000

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 10/01/2019 - 07/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>20,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 10/01/2019 - 07/31/2029</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>20,000</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right,~~ 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: *Chevron U.S.A. Inc.*
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 21, 2024~~~~October 22, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Chevron U.S.A. Inc.** (“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 the parties hereto, dated October 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From October 1, 2019 through July 31, 2029.~~

~~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. 912541, dated ~~October 21, 2024~~~~March 26, 1997~~.

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:** 20,000 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	20,000

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P ALL POINTS</u>

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>20,000</u>

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	

<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DELALL POINTS</u>	<u>42717PD</u>

**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 the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the The Negotiated Rate is not applicable to segmented capacity that results in new primary points.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

CHEVRON U.S.A. INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~October 22, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019, this Amendment No. 54 amends and restates

FTS Contract No. 932549 effective November 4, 2005

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:

PRG, LC
4728 WIMBLEDON DR
LAWRENCE, KS 66047

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 5, 2005

to

(Date, Period-of-Time or Event): December 31, 2026

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” October 1, 2019 - December 368

31, 2026

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2026</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>368</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>214</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>154</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: PRG, LC
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 21, 2024~~ ~~October 22, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **PRG, LC** (“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 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From October 1, 2019~~ through December 31, 2026.

~~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. 932549, dated ~~October 21, 2024~~~~November 4, 2005~~.

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:** 368 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
CIG/TPC TOMAHAWK WELD	3856	368

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.40 NRA PRG K# 932549
Section Version: 7.0.0

TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P

NAME LOCATION

ALL POINTS

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	214
NNG/TPC BEATRICE GAGE	902901	154

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER	42406
ETHANOL PERKINS	

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.40 NRA PRG K# 932549
Section Version: 7.0.0

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

NAME LOCATION

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

PRG, LC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~October 22, 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 effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019, this Amendment No. 5+4 amends and restates FTS Contract No. 933225 effective April 27, 2006

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:

SHELL ENERGY NORTH AMERICA (US), L.P.
1000 MAIN STREET, LEVEL 14445 EASTGATE
MALLSUITE 100
HOUSTON, TX 77002 SAN DIEGO, CA 92121

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): May 1, 2006
to
(Date, Period-of-Time or Event): December 31, 2026

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” October 1, 2019 - December 75,000

31, 2026

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>75,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 12/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>75,000</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement~~ Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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.~~

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Shell Energy North America (US), L.P.
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 21, 2024~~~~October 22, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Shell Energy North America (US), L.P.** (“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 22, 2019~~~~June 23, 2017~~, 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:** ~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~ From October 1, 2019 through December 31, 2026.

~~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. 933225, dated ~~October 21, 2024~~April 27, 2006.

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:** 75,000 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	75,000

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.41 NRA Shell Energy K# 933225
Section Version: 7.0.0

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>
<u>ALL POINTS</u>	

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>DAILY</u>	<u>ELIGIBLE POINT MAXIMUM</u>
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<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>75,000</u>	
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1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>

<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	<u>ALL POINTS</u>
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

**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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify must be specified in the capacity release offer. ~~all rights, including without limitation the~~The Negotiated Rate is not applicable to segmented capacity that results in new primary points-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

SHELL ENERGY NORTH
AMERICA (US), L.P.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~October 22, 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 effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019, this Amendment No. 32 amends and restates FTS Contract No. 948519 effective April 8, 2015

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:

MACQUARIE ENERGY LLC
500 DALLAS STREET, SUITE 3300
HOUSTON, TX 77002

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2015

to

(Date, Period-of-Time or Event): October 31, 2028

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019 - October 31, 2028 734

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 10/31/2028</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>734</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”10/01/2019 - 10/31/2028</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>426</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>308</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right~~, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500 , plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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.~~

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual ROFR”) for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Macquarie Energy 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 21, 2024~~October 22, 2019 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Macquarie Energy 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 22, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From October 1, 2019~~ through October 31, 2028.

~~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. 948519, dated ~~October 21, 2024~~April 8, 2015.

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:** 734 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
CIG/TPC TOMAHAWK WELD	3856	734

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P
ALL POINTS	

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	426
NNG/TPC BEATRICE GAGE	902901	308

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771

<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DELALL POINTS</u>	

**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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify ~~must be specified~~ in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points. ~~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

MACQUARIE ENERGY 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 ~~October 22, 2019~~ October 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019, this Amendment No. 21 amends and restates

FTS Contract No. 949617 effective March 31, 2017

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:

TENASKA MARKETING VENTURES
1225 17TH STREET, STE. 246014302 FNB PARKWAY
DENVER, CO 80202 OMAHA, NE 68154

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): August 1, 2017

to

(Date, Period-of-Time or Event): March 31, 2028

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” October 1, 2019 - March 31, 39,967

2028

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 10/01/2019 - 03/31/2028</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>19,984</u>	<u>NO</u>
	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>19,983</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 10/01/2019 - 03/31/2028</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>39,967</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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

FERC Gas Tariff
First Revised Volume No. 2

Section 2.43 NRA Tenaska K# 949617
Section Version: 7.0.0

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: Tenaska Marketing Ventures
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 21, 2024~~October 22, 2019 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Tenaska Marketing Ventures** (“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 22, 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 Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~October 1, 2019~~ through March 31, 2028.

~~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. 949617, dated ~~October 21, 2024~~~~March 31, 2017~~.

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:** 39,967 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>	<u>19,984</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>	<u>19,983</u>

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff~~

~~Secondary Receipt Points on Trailblazer:~~

Trailblazer Pipeline Company LLC

FERC Gas Tariff
 First Revised Volume No. 2

Section 2.43 NRA Tenaska K# 949617
 Section Version: 7.0.0

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P
ALL POINTS	

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
NNG/TPC BEATRICE GAGE	902901	39,967

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER	42406
ETHANOL PERKINS	

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.43 NRA Tenaska K# 949617
Section Version: 7.0.0

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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

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 the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable ~~to segmented capacity that results in new primary points~~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

TENASKA MARKETING VENTURES

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 October 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as "Abandoned Facilities", this Amendment No. 3 amends and restates FTS Contract No. 952944 effective October 4, 2019

 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:

 EAST CHEYENNE GAS STORAGE, LLC
370 VAN GORDON STREET
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): November 1, 2019
 to

 (Date, Period-of-Time or Event): March 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - March 31, 2026</u>	<u>55,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>55,000</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>

<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>45401</u>	<u>E CHEYEN/TPC LOGAN</u>	<u>55,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

None

Lump-sum payment of _____
Monthly fee of _____ through _____

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable

Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: *East Cheyenne Gas Storage, LLC*

Signature: _____

Title: _____

Transporter Approval:

Transporter: *Trailblazer Pipeline Company LLC*

Signature: _____

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 October 21, 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

X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 952944 effective October 4, 2019

_____ 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:

EAST CHEYENNE GAS STORAGE, LLC
370 VAN GORDON STREET
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): November 1, 2019
to
(Date, Period-of-Time or Event): March 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date</u>	<u>55,000</u>
<u>of all the facilities referred to in Docket</u>	
<u>No. CP22-468-000 as “Abandoned</u>	
<u>Facilities” - March 31, 2026</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>55,000</u>	<u>NO</u>

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

<u>(Date, Period-of-</u>	<u>Location</u>	<u>By Displacement Only</u>

<u>Time or Event</u>	<u>#</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>(Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>45401</u>	<u>E CHEYEN/TPC LOGAN</u>	<u>55,000</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)

X 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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: East Cheyenne Gas Storage, LLC

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

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 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 952995 effective October 21, 2019

 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:

 TENASKA MARKETING VENTURES
 1225 17TH STREET, STE. 2460
 DENVER, CO 80202

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): November 1, 2019
 to

 (Date, Period-of-Time or Event): March 31, 2026

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

<u> (Date, Period-of-Time or Event)</u>	<u> MDQ</u>
<u> Effective on the final abandonment date</u>	<u> 6,667</u>
<u> of all the facilities referred to in Docket</u>	
<u> No. CP22-468-000 as “Abandoned</u>	
<u> Facilities”- March 31, 2026</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”- 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>6,667</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”- 03/31/2026</u>	<u>45401</u>	<u>E CHEYEN/TPC LOGAN</u>	<u>6,667</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Tenaska Marketing Ventures

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 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Tenaska Marketing Ventures (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Discounted Rate Agreement between the parties hereto, dated September 19, 2024, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 952995, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 6,667 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 \$1.21667 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD</u>	<u>42717P</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>WIC/TPC DULL KNIFE WELD</u> <u>(by displacement)</u>	<u>5001</u>
<u>CIG/TPC TOMAHAWK WELD</u> <u>(by displacement)</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD</u> <u>(by displacement)</u>	<u>42717P</u>
<u>TIGT/TPC BEACON CAMP</u> <u>(by displacement)</u>	<u>56127P</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

TENASKA MARKETING VENTURES

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 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 952996 effective October 21, 2019

 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:

 MIECO, INC.
12110 N. PECOS STREET, STE 270
WESTMINSTER, CO 80234

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): November 1, 2019
 to

 (Date, Period-of-Time or Event): March 31, 2026

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

<u> (Date, Period-of-Time or Event)</u>	<u> MDQ</u>
<u> Effective on the final abandonment date</u>	<u> 6,667</u>
<u> of all the facilities referred to in Docket</u>	
<u> No. CP22-468-000 as “Abandoned</u>	
<u> Facilities” – March 31, 2026</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>6,667</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>45401</u>	<u>E CHEYEN/TPC LOGAN</u>	<u>6,667</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:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: Mico, Inc.
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 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and Mico, Inc. (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Discounted Rate Agreement between the parties hereto, dated September 13, 2024, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 952996, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 6,667 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 \$1.21667 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD</u>	<u>42717P</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>WIC/TPC DULL KNIFE WELD (by displacement)</u>	<u>5001</u>
<u>CIG/TPC TOMAHAWK WELD (by displacement)</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD (by displacement)</u>	<u>42717P</u>
<u>TIGT/TPC BEACON CAMP (by displacement)</u>	<u>56127P</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

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

MIECO, INC.

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 21, 2024~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”November 1, 2019, this Amendment No. 1140 amends and restates FTS Contract No. 907621 effective October 1, 1994

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:

CITY OF HASTINGS, HASTINGS UTILITIES
PO BOX 289
HASTINGS, NE 68902

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): October 1, 1994

to

(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”November 1, 2019 - December 31, 2027 14,840

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>14,840</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>14,840</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:

~~3~~ 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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement~~Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: City Of Hastings, Hastings Utilities

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 21, 2024~~~~November 20, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **City Of Hastings, Hastings Utilities** (“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 November 20, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2019~~ through December 31, 2027.

~~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 November 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. 907621, dated ~~October 21, 2024~~October 1, 1994.

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:** 14,840 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.~~

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

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

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>	<u>14,840</u>

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

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P ALL POINTS</u>

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>14,840</u>

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DELALL POINTS</u>	

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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify ~~must be specified~~ in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points 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

CITY OF HASTINGS, HASTINGS UTILITIES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. ~~65~~ amends and restates FTS Contract No. 930470 effective December 17, 2003

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:

CONOCOPHILLIPS COMPANY
925 N. ELDRIDGE PARKWAY, 20TH FLOOR-EC4
HOUSTON, TX 77079

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): January 1, 2004

to

(Date, Period-of-Time or Event): October 31, 2028

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019 - October 31, 2028

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 10/31/2028</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 10/31/2028</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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~~ Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: ConocoPhillips Company

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 21, 2024~~November 21, 2019 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **ConocoPhillips Company**. (“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 November 21, 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 November 1, 2019~~Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”through October 31, 2028.

~~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 November 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. 930470, dated ~~October 21, 2024~~~~December 17, 2003~~.

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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<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):**

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR

<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898PALL POINTS</u>

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

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

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>

<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DELALL POINTS</u>	

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, ~~the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein 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~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify ~~must be specified~~ in the capacity release offer. ~~The Negotiated Rate is not all rights, including without limitation the applicable to segmented capacity that results in new primary points.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

CONOCOPHILLIPS COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”November 1, 2019, this Amendment No. 64 amends and restates FTS Contract No. 930966 effective June 30, 2004

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): July 1, 2004

to

(Date, Period-of-Time or Event): December 31, 2027

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities”November 1, 2019 - December
31, 2027 1,103

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2027</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>1,103</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>641</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>462</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement~~Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: 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 (“Rate Agreement”) is entered into on ~~October 21, 2024~~November 21, 2019 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **CIMA ENERGY Energy, LP** (“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 December 9, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2019~~ through December 31, 2027.

~~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 November 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. 930966, dated ~~October 21, 2024~~~~June 30, 2004~~.

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:** 1,103 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
CIG/TPC TOMAHAWK WELD	3856	1,103

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

Trailblazer Pipeline Company LLC

FERC Gas Tariff
 First Revised Volume No. 2

Section 2.52 NRA CIMA K# 930966
 Section Version: 1.0.0

TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P ALL POINTS

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	641
NNG/TPC BEATRICE GAGE	902901	462

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER ETHANOL PERKINS	42406
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE	46231

<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DELALL POINTS</u>	<u>42717PD</u>

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, ~~the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein 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~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points.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

CIMA ENERGY, LP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 32 amends and restates FTS Contract No. 931914 effective May 11, 2005

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:

DEVLAR ENERGY MARKETING, L.L.C.
384 INVERNESS PARKWAY STE 150
ENGLEWOOD, CO 80112

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2005

to

(Date, Period-of-Time or Event): October 2, 2055

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019 - October 2, 2055

2,942

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 10/02/2055</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>2,942</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 10/02/2055</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>2,942</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Devlar Energy Marketing, L.L.C.

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 21, 2024~~~~November 21, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Devlar Energy Marketing, L.L.C.** (“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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2019 through October 2, 2055.~~

~~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 November 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. 931914, dated ~~October 21, 2024~~~~May 11, 2005~~.

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:** 2,942 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	2,942

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.53 NRA Devlar K# 931914
Section Version: 1.0.0

<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898PALL POINTS</u>

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>2,942</u>

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	

<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DEL ALL POINTS</u>	<u>42717PD</u>

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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~For the avoidance of doubt, all other rights and obligations being conferred in a capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the~~The Negotiated Rate is not applicable ~~to segmented capacity that results in new primary points~~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

DEVLAR ENERGY MARKETING, L.L.C

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 32 amends and restates FTS Contract No. 937518 effective February 4, 2010

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:

SUMMIT ENERGY LLC
201 S. MAIN, SUITE 2025
SALT LAKE CITY, UT 84111

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): February 8, 2010

to

(Date, Period-of-Time or Event): March 31, 2135

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019 - March 31, 2135

367

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 03/31/2135</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>367</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 03/31/2135</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>367</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right,~~ 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Summit Energy 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 21, 2024~~November 21, 2019 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Summit Energy 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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2019~~ through March 31, 2135.

~~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 November 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. 937518, dated ~~October 21, 2024~~February 4, 2010.

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:** 367 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

ELIGIBLE POINT MAXIMUM		
NAME	LOCATION	DAILY QUANTITY (Dth/d)
WIC/TPC DULL KNIFE WELD	5001	367

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

NAME	LOCATION
CIG/TPC TOMAHAWK WELD	3856

<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>
<u>ALL POINTS</u>	

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

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>367</u>

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

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>

<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DELALL POINTS</u>	<u>42717PD</u>

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, ~~the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein 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~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify ~~must be specified~~ in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points.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

SUMMIT ENERGY 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 ~~October 21, 2024~~November 8, 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 effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~December 1, 2019~~, this Amendment No. 43 amends and restates FTS Contract No. 946747 effective December 13, 2012, and replaces and terminates Contract Nos. 949747, 949289 and 948416, with MDQ’s of 12,700 Dth/d, 21,200 Dth/d and 367 Dth/d, respectively.

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:

MIECO, INC.
12110 N. PECOS STREET, STE 270
WESTMINSTER, CO 80234

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): May 1, 2013
to
(Date, Period-of-Time or Event): December 31, 2027

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

(Date, Period-of-Time or Event)	MDQ
May 1, 2013 – November 30, 2019	10,600
<u>December 1, 2019-Effective on the final abandonment date of all the facilities</u>	<u>44,867</u>

referred to in Docket No. CP22-468-000
as “Abandoned Facilities”- December
31, 2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”12/01/2019 - 12/31/2027</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>367</u>	<u>NO</u>
	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>44,500</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”12/01/2019 - 12/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>12,913</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>31,954</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:

Prior 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 ("Prior 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 Prior 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~~ During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500 , plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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.~~

~~Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal ("Contractual ROFR") for all or any portion of the MDQ under this 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 Agreement (including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: Mico, Inc.
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 21, 2024~~November 8, 2019 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and Mico, Inc. (“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 ~~Agreements~~Agreement between the parties hereto, all dated November ~~87~~, 2019, and applicable to the ~~Rate Schedule FTS~~ Transportation Agreement Nos. 946747, 949747, 949289 and 948416, dated December 13, 2012, August 4, 2017, August 31, 2016 and February 25, 2015, respectively.

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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From December 1, 2019~~ through December 31, 2027.

~~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 December 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. 946747, dated ~~December 13, 2012~~October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 44,867 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

NAME	LOCATION	ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)
WIC/TPC DULL KNIFE WELD	5001	44,500
CIG/TPC TOMAHAWK WELD	3856	367

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

Trailblazer Pipeline Company LLC

FERC Gas Tariff
 First Revised Volume No. 2

Section 2.55 NRA Mico K# 946747
 Section Version: 2.0.0

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR
WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898P
<u>ALL POINTS</u>	

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	12,913
NNG/TPC BEATRICE GAGE	902901	31,954

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401

Trailblazer Pipeline Company LLCFERC Gas Tariff
First Revised Volume No. 2Section 2.55 NRA Mico K# 946747
Section Version: 2.0.0

<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS ALL POINTS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

Issued on: December 23, 2024
Effective on: December 24, 2024

- 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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify ~~must be specified~~ in the capacity release offer ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable to segmented capacity that results in new primary points ~~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

MIECO, INC.

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 ~~October 21, 2024~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as "Abandoned Facilities" November 1, 2019, this Amendment No. 43 amends and restates FTS Contract No. 947649 effective December 31, 2013

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:

EAST CHEYENNE GAS STORAGE, LLC
370 VAN GORDON STREET #0375 RICHMOND
AVESUITE 1900
LAKEWOOD, CO 80228 HOUSTON, TX 77042

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): January 1, 2014
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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as "Abandoned
Facilities" November 1, 2019 - March 31, 4,540

2029

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 03/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>4,540</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 03/31/2029</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>4,540</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:

Prior 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 (“Prior 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 Prior 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~~During the term extension associated with the Prior Contractual Rollover Agreement~~Right~~, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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~~Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: East Cheyenne Gas Storage, 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 21, 2024~~~~November 21, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **East Cheyenne Gas Storage, 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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2019~~ through March 31, 2029.

~~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 November 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. 947649, dated ~~October 21, 2024~~December 31, 2013.

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:** 4,540 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

NAME	LOCATION	ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)
WIC/TPC DULL KNIFE WELD	5001	4,540

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

NAME	LOCATION
CIG/TPC TOMAHAWK WELD	3856

<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>
<u>ALL POINTS</u>	

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>4,540</u>

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>ALL POINTS</u>	
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>

<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

**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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify ~~must be specified~~ in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable ~~rate(s), to be transferred to the replacement shipper to segmented capacity that results in new primary points.~~

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

EAST CHEYENNE GAS STORAGE, 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 October 21, 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

 X effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 3 amends and restates FTS Contract No. 954086 effective June 19, 2020

 X Capacity rights for this Agreement were released from Concord Energy LLC under contract No. 952997 dated October 21, 2019 with a term of November 1, 2019 through October 31, 2023.

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

 Existing System Capacity

 X Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

EAST CHEYENNE GAS STORAGE, LLC
370 VAN GORDON STREET
LAKEWOOD, CO 80228

4. TERM OF SERVICE:

 (Date, Period-of-Time or Event): June 20, 2020

 to

 (Date, Period-of-Time or Event): October 31, 2026

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” – March 31, 2026</u>	<u>6,667</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>6,667</u>	<u>NO</u>

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

<u>(Date, Period-of-Time or Event)</u>	<u>Location #</u>	<u>Location Name</u>	<u>MDDQ</u>	<u>By Displacement Only (Yes or No)</u>
<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” - 03/31/2026</u>	<u>45401</u>	<u>E CHEYEN/TPC LOGAN</u>	<u>6,667</u>	<u>NO</u>

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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

X Applicable (Complete the following):

Other Rollover Terms and Conditions:

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.21667, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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: East Cheyenne Gas Storage, 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 21, 2024 (“Agreement Date”) by and between Trailblazer Pipeline Company LLC (“Trailblazer”) and East Cheyenne Gas Storage, LLC (“Shipper”). This Rate Agreement hereby amends, restates, and supersedes, as of the beginning date of the Negotiated Rate Term, the previous Firm Transportation Discounted Rate Agreement between the parties hereto, dated May 23, 2023, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” through March 31, 2026.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 954086, dated October 21, 2024.

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

1.3 **Eligible Firm Transportation Quantity:** 6,667 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 \$1.21667 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.

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX LONE TREE WELD</u>	<u>42717PD</u>
<u>DEL</u>	
By Displacement	
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>CIG/TPC TOMAHAWK WELD</u>	<u>3856</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>

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 capacity release under the Transportation Agreement, the Shipper’s rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. For the avoidance of doubt, all other rights and obligations being conferred in a capacity release must be specified in the capacity release offer. The Negotiated Rate is not applicable to segmented capacity that results in new primary points.

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.58 NRA ECGS K# 954086
Section Version: 4.0.0

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
COMPANY LLC

EAST CHEYENNE GAS STORAGE, LLC

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 21, 2024~~November 20, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 21 amends and restates FTS Contract No. 949143 effective May 3, 2016.

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:

MID AMERICA AGRI
PRODUCTS/WHEATLAND, LLC
P.O. BOX 1655
NORTH PLATTE, NE 69101

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2016

to

(Date, Period-of-Time or Event): December 31, 2026

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” November 1, 2019 - December 3,500

31, 2026

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>3,500</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2026</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>3,500</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 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:

Prior 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 (“Prior 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 Prior 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~~ ~~During the term extension associated with the Prior Contractual Rollover Agreement~~ ~~Right~~, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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~~ ~~Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right)~~, 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: Mid America Agri Products/Wheatland, 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 21, 2024~~November 20, 2019 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Mid America Agri Products/Wheatland, 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 November 20, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2019 through December 31, 2026.~~

~~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 November 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. 949143, dated ~~October 21, 2024~~May 3, 2016.

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:** 3,500 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	3,500

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856
TPC/REX LONE TREE WELD REC	42717PR

Trailblazer Pipeline Company LLC

FERC Gas Tariff
 First Revised Volume No. 2

Section 2.59 NRA Mid America K# 949143
 Section Version: 1.0.0

WIC/TPC DULL KNIFE WELD	5001
TIGT/TPC BEACON CAMP	56127P
TPC/SUMMIT HEREFORD RANCH	60361
FUNDARE/TPC REDTAIL WELD	56111
TIGT/TPC LOGAN	7413P
TPC/SUMMIT SEDGEWICK	43966
E CHEYEN/TPC LOGAN	45401
PSCC/TPC ACCTG WELD	3907
TPC/REX Saline	60843P
TPC/REX ADAMS	60898PALL POINTS

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
TPC/NGPL GAGE	902900	3,500

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
E CHEYEN/TPC LOGAN	45401
BHGD/TPC MID AMER	42406
ETHANOL PERKINS	
OPPLIGER/TPC LINCOLN	39771
NPLF/TPC NO PLATTE	46231
LIVESTOCK FEEDER	
NWC/TPC KEARNEY	25163

<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	
<u>ALL POINTS</u>	

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 the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify must be specified in the capacity release offer. all rights, including without limitation the The Negotiated Rate is not applicable to segmented capacity that results in new primary points. 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

MID AMERICA AGRI
PRODUCTS/WHEATLAND, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

FTS FORM OF TRANSPORTATION SERVICE AGREEMENTAPPLICABLE 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 21, 2024~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 21 amends and restates FTS Contract No. 949144 effective May 3, 2016

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): September 1, 2016

to

(Date, Period-of-Time or Event): December 31, 2026

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

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

Effective on the final abandonment date
of all the facilities referred to in Docket
No. CP22-468-000 as “Abandoned
Facilities” November 1, 2019 - December
31, 2026

9,336

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2026</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>9,336</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 12/31/2026</u>	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>9,336</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement~~Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service. Including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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~~Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: *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 (“Rate Agreement”) is entered into on ~~October 21, 2024~~November 21, 2019 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Koch Energy Services, 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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2019 through December 31, 2026.~~

~~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 November 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. 949144, dated ~~October 21, 2024~~May 3, 2016.

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:** 9,336 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	9,336

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P ALL POINTS</u>

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

~~**ELIGIBLE POINT MAXIMUM**~~

<u>NAME</u>	<u>LOCATION</u>	<u>DAILY QUANTITY (Dth/d)</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>	<u>9,336</u>

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	

<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL FILLMORE</u>	<u>43517</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC DUONIX PLANT</u>	<u>60328</u>
<u>NPPD/TPC NPPD BEATRICE POWER STA. G</u>	<u>41056</u>
<u>KOCHFERTL/TPC INTER #2 GAGE</u>	<u>25750</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN FILLMORE</u>	<u>60272</u>
<u>FUNDARE/TPC DELIVERY FUEL</u>	<u>60020</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE WELD DELALL POINTS</u>	<u>42717PD</u>

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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify must be specified in the capacity release offer. ~~all rights, including without limitation the~~ The Negotiated Rate is not applicable rate(s), to be transferred to the replacement shipper to segmented capacity that results in new primary points.

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

KOCH ENERGY SERVICES, 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 ~~October 21, 2024~~November 21, 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 on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019, this Amendment No. 1 amends and restates FTS Contract No. 950411 effective April 25, 2018

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:

WOODRIVER ENERGY LLC
3300 E. 1ST AVENUE, SUITE 600
DENVER, CO 80206

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): September 1, 2018

to

(Date, Period-of-Time or Event): August 31, 2028

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

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

Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” November 1, 2019 - August 31, 2028 736

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 08/31/2028</u>	<u>3856</u>	<u>CIG/TPC TOMAHAWK WELD</u>	<u>736</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 11/01/2019 - 08/31/2028</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>428</u>	<u>NO</u>
	<u>902901</u>	<u>NNG/TPC BEATRICE GAGE</u>	<u>308</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:

Prior 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 (“Prior 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 Prior 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 During the term extension associated with the Prior Contractual Rollover Agreement Right,~~ 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the “Rollover Term”), in increments of one-year periods as chosen by Shipper (“2022 Contractual Rollover Right”).

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper’s Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Prior 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 (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right), 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: WoodRiver Energy 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 21, 2024~~~~November 21, 2019~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **WoodRiver 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 November 21, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From November 1, 2019~~ through August 31, 2028.

~~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 November 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. 950411, dated ~~October 21, 2024~~April 25, 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:** 736 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
CIG/TPC TOMAHAWK WELD	3856	736

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>
<u>ALL POINTS</u>	

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>	<u>308</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>428</u>

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>ALL POINTS</u>	
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>

<u>ETHANOL PERKINS</u>	
<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

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, the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~For the avoidance of doubt, ~~all other rights and obligations being conferred in a~~ capacity release ~~under the Transportation Agreement identified in Section 1.2, Shipper must specify~~ must be specified in the capacity release offer. ~~all rights, including without limitation the~~The Negotiated Rate is not applicable ~~to segmented capacity that results in new primary points-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

WOODRIVER ENERGY 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 October 21, 2024~~December 23, 2020~~, 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 January 1, 2021 and is the original contract

effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 1 amends and restates FTS Contract No. _____ effective

Capacity rights for this Agreement were released from Western Midstream Marketing LLC under contract No. 954823 dated December 17, 2020 with a term of January 1, 2020 through March 31, 2027.

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

Existing System Capacity
 Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

TENASKA MARKETING VENTURES
1225 17TH STREET, STE. 2460
DENVER, CO 80202

4. TERM OF SERVICE:

(Date, Period-of-Time or Event): January 1, 2021
to
(Date, Period-of-Time or Event): March 31, 2027

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

(Date, Period-of-Time or Event)	MDQ
<u>Effective on the final abandonment date of all the facilities referred to in Docket</u>	<u>11,000</u>

No. CP22-468-000 as “Abandoned
Facilities” January 1, 2021 - March 31,
2027

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 01/01/2021 - 03/31/2027</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>11,000</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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 01/01/2021 - 03/31/2027</u>	<u>902900</u>	<u>TPC/NGPL GAGE</u>	<u>11,000</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:

Prior 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 ("Prior 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 Prior 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~~During the term extension associated with the Prior Contractual Rollover Agreement Right, 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.

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service including any extension thereof resulting from Shipper's exercise of its Prior Contractual Rollover Right. For the avoidance of doubt, any extension associated with Shipper's Prior Contractual Rollover Right will be applied first.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$1.82500, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff. 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:

Prior Contractual Right-of-First-Refusal. Shipper shall have the unilateral one-time Right-of-First-Refusal (“Contractual 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 Agreement (including any extension thereof resulting from Shipper’s exercise of its Prior Contractual Rollover Right or 2022 Contractual Rollover Right)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: Tenaska Marketing Ventures
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 21, 2024~~~~December 23, 2020~~ (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **Tenaska Marketing Ventures** (“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 December 23, 2020, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” From January 1, 2021 through March 31, 2027.

~~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. 954835, dated ~~October 21, 2024~~~~December 23, 2020~~.

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:** 11,000 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.~~

~~Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10 Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.~~

~~This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.~~

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

~~The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.~~

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
WIC/TPC DULL KNIFE WELD	5001	11,000

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

~~Secondary REX Receipt Points, as defined in the Trailblazer Tariff.~~

~~Secondary Receipt Points on Trailblazer:~~

<u>NAME</u>	<u>LOCATION</u>
CIG/TPC TOMAHAWK WELD	3856

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.65 NRA Tenaska K# 954835
Section Version: 3.0.0

<u>TPC/REX LONE TREE WELD REC</u>	<u>42717PR</u>
<u>WIC/TPC DULL KNIFE WELD</u>	<u>5001</u>
<u>TIGT/TPC BEACON CAMP</u>	<u>56127P</u>
<u>TPC/SUMMIT HEREFORD RANCH</u>	<u>60361</u>
<u>FUNDARE/TPC REDTAIL WELD</u>	<u>56111</u>
<u>TIGT/TPC LOGAN</u>	<u>7413P</u>
<u>TPC/SUMMIT SEDGEWICK</u>	<u>43966</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC/REX Saline</u>	<u>60843P</u>
<u>TPC/REX ADAMS</u>	<u>60898P</u>

NAME LOCATION

ALL POINTS

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<u>NAME</u>	<u>LOCATION</u>	<u>ELIGIBLE POINT MAXIMUM DAILY QUANTITY (Dth/d)</u>
<u>TPC/NGPL GAGE</u>	<u>902900</u>	<u>11,000</u>

1.8 Eligible Secondary Delivery Point(s):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

<u>NAME</u>	<u>LOCATION</u>
<u>E CHEYEN/TPC LOGAN</u>	<u>45401</u>
<u>BHGD/TPC MID AMER</u>	<u>42406</u>
<u>ETHANOL PERKINS</u>	

<u>OPPLIGER/TPC LINCOLN</u>	<u>39771</u>
<u>NPLF/TPC NO PLATTE</u>	<u>46231</u>
<u>LIVESTOCK FEEDER</u>	
<u>NWC/TPC KEARNEY</u>	<u>25163</u>
<u>TIGT/TPC ADAMS</u>	<u>3850P</u>
<u>POET BIO/TPC ETHANOL</u>	<u>43517</u>
<u>FILLMORE</u>	
<u>TPC/NGPL GAGE</u>	<u>902900</u>
<u>BLACK HILLS/TPC</u>	<u>60328</u>
<u>DUONIX PLANT</u>	
<u>NPPD/TPC NPPD BEATRICE</u>	<u>41056</u>
<u>POWER STA. G</u>	
<u>KOCHFERTL/TPC</u>	<u>25750</u>
<u>INTER #2 GAGE</u>	
<u>NNG/TPC BEATRICE GAGE</u>	<u>902901</u>
<u>TPC/NE NITRO NITROGEN</u>	<u>60272</u>
<u>FILLMORE</u>	
<u>FUNDARE/TPC DELIVERY</u>	<u>60020</u>
<u>FUEL</u>	
<u>PSCC/TPC ACCTG WELD</u>	<u>3907</u>
<u>TPC / Heartwell RD Plant Adams</u>	<u>60487</u>
<u>TPC/REX LONE TREE</u>	<u>42717PD</u>
<u>WELD DEL</u>	

— NAME LOCATION

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

TENASKA MARKETING VENTURES

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 ~~October 21, 2024~~January 29, 2024, that Transporter will provide transportation service, under Part 284 of FERC’s regulations, for Shipper on a Firm basis in accordance with the provisions contained in this Transportation Service Agreement (“Agreement”). This Agreement includes, and incorporates by reference as a part hereof, all of the terms and conditions of Transporter’s FERC Gas Tariff, as may be revised from time to time (“Tariff”), and the terms, conditions and signatures of Shipper’s electronic Agreement with Transporter.

1. THIS AGREEMENT IS: (Check one)

effective ~~February 1, 2024~~ and is the original contract

effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”, this Amendment No. 1 amends and restates FTS Contract No. 959709 effective January 29, 2024

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

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

Existing System Capacity
 Expansion System Capacity

3. SHIPPER'S NAME AND ADDRESS:

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

4. TERM OF SERVICE:

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

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

<u>(Date, Period-of-Time or Event)</u>	<u>MDQ</u>
<u>Effective on the final abandonment date</u>	<u>13,000</u>

of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” February 1, 2024 - March 31, 2029

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>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities” 02/01/2024 - 03/31/2029</u>	<u>5001</u>	<u>WIC/TPC DULL KNIFE WELD</u>	<u>13,000</u>	<u>NO</u>

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

(Date, Period-of-Time or Event)	Location #	Location Name	MDDQ	By Displacement Only (Yes or No)

<u>Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”02/01/2024 - 03/31/2029</u>	<u>902901</u>	<u>NNG/TPC</u> <u>BEATRICE GAGE</u>	<u>13,000</u>	<u>NO</u>

8. RATES:

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

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

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

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

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

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

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

Applicable rate per Tariff, as revised from time to time.

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

None

Lump-sum payment of _____

Monthly fee of _____ through _____

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

Applicable charges per Tariff as may be assessed by Transporter.

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

(Check one):

Not Applicable

Applicable (Complete the following):

Notice of ROFR Exercise:

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

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

(Check one):

Not Applicable

Applicable (Complete the following):

Other Rollover Terms and Conditions:

N/A

2022 Contractual Rollover Right. Shipper shall have a unilateral one-time right to roll over the maximum delivery quantity set forth herein for a term of between three and ten years (the "Rollover Term"), in increments of one-year periods as chosen by Shipper ("2022 Contractual Rollover Right").

Shipper will be able to exercise its 2022 Contractual Rollover Right by providing written notice of such exercise to Trailblazer at any time during the term of service set forth herein, but no later than twelve months prior to the expiration of the term of service.

If Shipper elects to exercise its 2022 Contractual Rollover Right, then during the Rollover Term only, Shipper will pay a negotiated rate equal to \$2.13530, plus all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

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

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.66 NRA NorthWestern K# 959709
Section Version: 3.0.0

Lakewood, CO 80228
e-mail: TEP@tallgrassenergyllp.com

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

Shipper Approval:

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

Signature: _____

Title: _____

Transporter Approval:

Transporter: Trailblazer Pipeline Company LLC

Signature: _____

Title: _____

FIRM TRANSPORTATION NEGOTIATED RATE AGREEMENT

This Firm Transportation Negotiated Rate Agreement (“Rate Agreement”) is entered into on ~~October 21~~January 29, 2024 (“Agreement Date”) by and between **Trailblazer Pipeline Company LLC** (“Trailblazer”) and **NorthWestern Energy Public Service Corporation D/B/A NorthWestern Energy** (“Shipper”). 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 January 29, 2024, 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:** Effective on the final abandonment date of all the facilities referred to in Docket No. CP22-468-000 as “Abandoned Facilities”~~From February 1, 2024~~ through March 31, 2029.

1.2 **Transportation Agreement:** Rate Schedule FTS using Expansion System Capacity, Agreement No. 959709, dated ~~October 21~~January 29, 2024.

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

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

1.4 **Negotiated Rate(s):**

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

Should Shipper use a Secondary REX Receipt Point (as defined in Section 1.6) or Secondary REX Delivery Point (as defined in Section 1.8), Shipper will be assessed an incremental \$0.10

Dth/d fee in addition to all applicable maximum surcharges, charges, fees, and penalties identified in the Tariff.

This Rate Agreement does not provide for a negotiated Authorized Overrun Rate. Allocated quantities in excess of the Eligible Firm Transportation Quantity shall be charged pursuant to the Tariff.

1.5 Eligible Primary Receipt Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Receipt Point(s) identified in the Transportation Agreement.

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

1.6 Eligible Secondary Receipt Point(s):

Secondary REX Receipt Points, as defined in the Trailblazer Tariff.

Secondary Receipt Points on Trailblazer:

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

1.7 Eligible Primary Delivery Point(s):

The Negotiated Rate(s) shall apply to service provided at the Primary Delivery Point(s) identified in the Transportation Agreement.

<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):

Secondary REX Delivery Points, as defined in the Trailblazer Tariff.

Secondary Delivery Points on Trailblazer:

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

ARTICLE 2
NEGOTIATED RATE TERMS AND CONDITIONS; OTHER CHARGES

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

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

- 2.3 **Capacity Releases.** Shipper acknowledges that, in the event of a ~~full~~ capacity release under the Transportation Agreement, ~~identified in Section 1.2, all rights granted to Shipper the Shipper's rights, if any, granted in this Rate Agreement to utilize secondary receipt and delivery points at the rate set forth herein~~ shall transfer to the replacement shipper unless otherwise specified in the capacity release offer. ~~Shipper acknowledges that, in the event of a partial~~ For the avoidance of doubt, all other rights and obligations being conferred in a capacity release under the Transportation Agreement identified in Section 1.2, Shipper must specify must be specified in the capacity release offer ~~all rights, including without limitation the. The Negotiated Rate is not applicable rate(s), to be transferred to the replacement shipper to segmented capacity that results in new primary points.~~

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

TRAILBLAZER PIPELINE
COMPANY LLC

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

By: _____

By: _____

Trailblazer Pipeline Company LLC

FERC Gas Tariff
First Revised Volume No. 2

Section 2.66 NRA NorthWestern K# 959709
Section Version: 3.0.0

Name: _____

Name: _____

Title: _____

Title: _____