

AMENDMENT TO  
RESTATED FIRM TRANSPORTATION SERVICE AGREEMENT

Rate Schedule KRF-L1

CONTRACT NO. 2002

THIS AMENDMENT ("Amendment") is made and entered into as of this 20th day of August, 2024 by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and HIGH DESERT POWER PROJECT, LLC ("Shipper").

WHEREAS, Transporter and Shipper are parties to a Restated Firm Transportation Service Agreement dated May 23, 2012, and amended May 1, 2023, Contract No. 2002 ("Agreement"); and

WHEREAS, Shipper has requested and Transporter has agreed to amend Exhibit "A" of this Agreement to reduce Capacity at Receipt and Delivery Point Entitlements by 10,000 Dth/day. Shipper released capacity via a partial permanent capacity release to City of Victorville, pursuant to Award Number 2003.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the parties agree as follows:

1. Effective September 1, 2024. The Agreement is amended as follows:
  - a. Shipper's entitlements shall be set forth on Exhibit "A" attached hereto. Exhibit "A" shall supersede and replace any previously effective Exhibit "A".
2. This Amendment constitutes the entire agreement between the parties with respect to the subject matter of this Amendment and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Amendment other than as may be contained to Transporter's Tariff will be deemed to be a part of this Amendment, nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

Except as amended herein, all provisions of the Agreement are hereby confirmed by the parties to be and remain in full force and effect.

"SHIPPER":

HIGH DESERT POWER PROJECT, LLC

By: /s/James Suehr

Name: James Suehr

Title: VP & Secretary

"TRANSPORTER":

KERN RIVER GAS TRANSMISSION COMPANY

By: /s/ John Joosten

Name: John Joosten

Title: Director, Marketing &  
Customer Services

EXHIBIT "A"  
TO AMENDMENT TO  
RESTATED FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 2002

BETWEEN

HIGH DESERT POWER PROJECT, LLC

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": August 20, 2024

DMDQ: 272,000 Dth

<u>Receipt Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Receipt Point Entitlement (Dth) 1/</u>
Freemont Peak Rcpt-PG&E	017001	Physical	272,000
Sidewinder Rcpt-Kern River	017002	Physical	272,000
<b>Total Receipt Point Entitlement:</b>			<b>544,000 Dth</b>

Notes:

1/ Notwithstanding such Maximum Receipt Point Quantity listed above, the total DMDQ to be received on a firm basis from all Primary Receipt Points shall not exceed the quantity of 272,000 Dth/d at any time.

Transporter's obligation to receive quantities at the Freemont Peak Primary Receipt Point ("Line 300 Receipt Point") on a firm basis is subject to and conditioned upon PG&E's maintenance of delivery pressures at the Line 300 Receipt Point at levels that permit delivery of such quantities into the High Desert Lateral ("Delivery Facilities") at the pressures existing in the Delivery Facilities from time to time. Subject to its obligations to maintain deliveries at the Victorville - HDPP delivery point at not less than the minimum guaranteed pressure specified on this Exhibit "A," Transporter shall regulate the pressure on the Delivery Facilities down to a maximum pressure that does not exceed the pressure existing at the Line 300 Receipt Point from time to time in order to permit the firm receipt at such point of the scheduled quantity, up to the applicable Maximum Receipt Point Quantity. Notwithstanding the foregoing, Transporter reserves the right to operate the

EXHIBIT "A" (Continued)

<u>Delivery Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Delivery Point Entitlement (Dth) 2 /</u>	<u>Minimum Guaranteed Delivery Pressure (psig)</u>
Freemont Peak Dlv-PG&E	027001	Physical	272,000	
Victorville - HDPP	027002	Physical	272,000	500
Total Delivery Point Entitlement:			544,000 Dth	

Notes:

1/ (continued)

Delivery Facilities at pressures up to the applicable MAOP on any day on which it does not receive a confirmed nomination for the receipt of Gas at the Line 300 Receipt Point. Transporter will continue to regulate the pressure on the Delivery Facilities in the manner described in this paragraph for so long as firm service to all Shippers having Primary Receipt Points and Primary Delivery Points on the Delivery Facilities, as modified from time to time, can be maintained at such regulated pressure. Nothing shall preclude Transporter from installing additional Receipt or Delivery Points on the Delivery Facilities or from providing firm service to other Shippers.

2/ Notwithstanding such Maximum Delivery Point Quantity listed above, the total DMDQ to be delivered on a firm basis at all Primary Delivery Points shall not exceed the quantity of 272,000 Dth/d at any time.

Transporter's obligation to deliver quantities at the Fremont Peak Primary Delivery Point ("Line 300 Delivery Point") on a firm basis is subject to and conditioned upon PG&E's maintenance of pressures at the Line 300 Delivery Point at levels that permit receipt of such quantities from the Delivery Facilities into Line 300 at the pressures existing in the Delivery Facilities from time to time. Subject to its obligations to maintain deliveries at the Victorville - HDPP delivery point at not less than the pressure specified on this Exhibit "A," Transporter shall operate the Delivery Facilities (including the regulation of pressure and the adjustment of line pack) so that it can make deliveries into the Line 300 Delivery Point from time to time of scheduled quantities up to the applicable Maximum Delivery Point Quantity. Notwithstanding the foregoing, Transporter reserves the right to operate the Delivery Facilities at such pressures as are consistent with its obligation to maintain delivery pressures at the Victorville - HDPP delivery point at not less than the minimum guaranteed pressure specified on this Exhibit "A" on any day on which it does not receive a confirmed nomination for the delivery of Gas at the Line 300 Delivery Point. Transporter will continue to operate the Delivery Facilities in the manner described in this paragraph for so long as firm service to all Shippers having Primary Receipt Points and Primary Delivery Points on the Delivery Facilities, as modified from time to time, can be maintained. Nothing will preclude Transporter from installing additional Receipt or Delivery Points on the Delivery Facilities or from providing firm service to other Shippers.