ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-1

CONTRACT NO. 20034

THIS ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT (“Agreement”) is made and entered into as of this 11th day of December, 2019, by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and EDF TRADING NORTH AMERICA, LLC ("Shipper"), and supersedes all previous versions of this Agreement, if any.

WHEREAS, Transporter and Shipper are parties to a 10-year, 2010 Expansion Project Period One firm transportation service agreement under Contract No. 1814 with an end date of October 31, 2020;

WHEREAS, in accordance with Section 30.2(a) of the General Terms and Conditions of Transporters Tariff, on October 31, 2019, Shipper made a binding request for Alternate Period Two firm transportation service for a Period 2A term of 10 years beginning November 1, 2020; and

WHEREAS, Transporter is willing to render such Transportation service.

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

ARTICLE I - GAS TO BE TRANSPORTED

1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive, on a firm basis, from Shipper for Transportation at the Receipt Point(s) specified in Exhibit “A” and to transport and deliver Thermally Equivalent Quantities to Shipper at the Delivery Point(s) specified in Exhibit “A,” Quantities of Natural Gas, exclusive of Quantities required for fuel used and lost and unaccounted-for Gas, up to Shipper's TMDQ. Shippers TMDQ is 20,000 Dth per day. Shippers DMDQ is equal to Shippers TMDQ.

1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis at the factors applicable to incremental rate service related to the 2003/2010 Expansion Projects, pursuant to the General Terms and Conditions of Transporter's FERC-approved tariff, as revised from time to time (“Transporters Tariff”). Backhaul Shippers will reimburse Transporter for system-wide lost and unaccounted-for Gas, but will not reimburse Transporter for compressor fuel.

ARTICLE II - APPLICABLE RATE SCHEDULE

2.1 Shipper agrees to pay Transporter for all Natural Gas Transportation service rendered under the terms of this Agreement in accordance with Rate Schedule KRF-1 of Transporters Tariff. This Agreement will be subject to the provisions of such Rate Schedule and the General Terms and Conditions of Transporters Tariff, which by this reference are incorporated herein and made a part hereof.

2.2 Shippers rates for Transportation service will be the Alternate Period Two Rates applicable to former Period One 10-year incremental rate, 2010 Expansion Project shippers, subject to the parties understanding and agreement that Transporter may change the rates from time to time in accordance with the Natural Gas Act.

2.3 Notwithstanding Section 5.5 of the General Terms and Conditions of Transporters Tariff, and subject to any negotiated credit set forth in this transportation service agreement; or, if there is no individually negotiated provision any Reservation Charge Adjustments applicable pursuant to Section 9 of Rate Schedule KRF-1, Shipper will make payment of the Monthly Reservation Charge pursuant hereto in full irrespective of (but without prejudice to the rights otherwise of Shipper with respect to) any dispute relative to the amount invoiced, and will not be entitled to any abatement of such payment or any set-off against it, including but not limited to, abatement or set-off due or alleged to be due by reason of any past, present or future claims or other rights of Shipper against Transporter or any other person or entity, whether in connection herewith or any unrelated transaction.

ARTICLE III - TERM OF AGREEMENT

3.1 This Agreement shall be in effect from November 1, 2020, through October 31, 2030.

Shipper has elected an Alternate Period 2A term of 10 years, beginning November 1, 2020 and ending October 31, 2030. Pursuant to Section 30 of the General Terms and Conditions of Transporters Tariff, Shipper may elect to retain its capacity at the expiration of this Agreement for a Period 2B term of 15 years, for a total Alternate Period Two term of 25 years.

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement 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 Agreement other than as may be contained in Transporters Tariff will be deemed to be a part of this Agreement, nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

4.2 This Agreement shall incorporate and in all respects shall be subject to the General Terms and Conditions and the applicable Rate Schedule(s) set forth in Transporters Tariff. Transporter may file and seek approval from the FERC under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the General Terms and Conditions in Transporters Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any change that becomes effective by operation of law and FERC order, without prejudice to Shippers right to protest the same.

4.3 The priority of service for this Agreement shall be October 31, 2019.

4.4 TO THE FULLEST EXTENT PERMITTED BY LAW, SHIPPER AND TRANSPORTER WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 11th day of December, 2019.

"SHIPPER:"

EDF TRADING NORTH AMERICA, LLC

By: /s/ SHEBIN CHANDRAN

Title: Gas Scheduling Manager

"TRANSPORTER:"

KERN RIVER GAS TRANSMISSION COMPANY

By: /s/ PRESTON MILLER

Title: Director-Marketing & Customer Services

EXHIBIT "A"

TO

ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 20034

BETWEEN

EDF TRADING NORTH AMERICA, LLC

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": December 11, 2019

From November 1, 2020 to October 31, 2030
TMDQ: 20,000 Dth

Receipt Point(s)	Meter Number	Loc. Type	Receipt Point Entitlement (Dth)
Opal-WFS	014001	Physical	20,000
Total Receipt Point Entitlement:			20,000 Dth

Delivery Point(s)	Meter Number	Loc. Type	Delivery Point Entitlement (Dth)
Daggett-PG&E	024011	Physical	4,103
Kramer Junction-SoCal Gas	025032	Physical	15,897
Total Delivery Point Entitlement:			20,000 Dth