FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-1

CONTRACT NO. 25026

THIS FIRM TRANSPORTATION SERVICE AGREEMENT ("Agreement") is made and entered into as of this 8th day of April, 2021, by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and NRG POWER MARKETING LLC ("Shipper"), and supersedes all previous versions of this Agreement, if any.

WHEREAS, Shipper has acquired or intends to acquire a supply of Natural Gas that can be delivered to Transporter's pipeline system and redelivered by Transporter to Shipper or for Shipper's account at Delivery Points on Transporter's system;

WHEREAS, Shipper desires Transportation service from Transporter in accordance with Transporter's Rate Schedule KRF-1, on file with the Federal Energy Regulatory Commission ("FERC"), as amended from time to time; 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 DMDQ. Shipper's DMDQ is 4,848 Dth per day.

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 rolled-in rate service, pursuant to the General Terms and Conditions of Transporter's FERC-approved tariff, as revised from time to time ("Transporter's 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 Transporter's Tariff. This Agreement will be subject to the provisions of such Rate Schedule and the General Terms and Conditions of Transporter's Tariff, which by this reference are incorporated herein and made a part hereof.

2.2 Shipper's rates for Transportation service will be in accordance with Transporter's effective Rate Schedule KRF-1 for maximum recourse incremental rate service related to the 2003/2010 Expansion Projects, subject to the parties' understanding and agreement that Transporter may change the rates from time to time in accordance with the Natural Gas Act ("NGA"). Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a negotiated rate for all or a portion of the capacity under this Agreement, as set forth on Exhibit "B."

2.3 Notwithstanding Section 5.5 of the General Terms and Conditions of Transporter's Tariff, and subject to the Reservation Charge Credit provision in 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 May 1, 2021, through May 31, 2021, and month to month thereafter. Either party may terminate this Agreement at the expiration of the initial term or any time thereafter by giving at least twenty (20) calendar days' written notice to the other party.

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 Transporter's 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 Transporter's Tariff. Transporter may file and seek approval from the FERC under Section 4 of the 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 Transporter's Tariff. 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 Shipper's right to protest the same.

4.3 The priority of service for this Agreement shall be March 16, 2021.

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 8th day of April, 2021.

"SHIPPER:"	"TRANSPORTER:"
NRG POWER MARKETING LLC	KERN RIVER GAS TRANSMISSION COMPANY
By: /s/ *ALEX STANT	By: /s/ PRESTON MILLER
Title: Senior Fuels Trader	Title: Director - Marketing & Customer Services

EXHIBIT "A"

TO

FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 25026

BETWEEN

NRG POWER MARKETING LLC

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": April 8, 2021

Term of service: Beginning May 1, 2021, through May 31, 2021, and month to month thereafter

DMDQ: 4,848 Dth

Receipt Point(s)	Meter Number	Loc. Type	Receipt Point Entitlement (Dth)
Clear Creek Rcpt - Spire	014011	Physical	4,848
Total Receipt Point Entitlement:			4,848 Dth

Delivery Point(s)	Meter Number	Loc. Type	Delivery Point Entitlement (Dth)
Clear Creek Delv - Spire	024021	Physical	4,848
Total Delivery Point Entitlement:			4,848 Dth

EXHIBIT "B"

TO

FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 25026

BETWEEN

NRG POWER MARKETING LLC

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "B": April 8, 2021

Shipper and Transporter have agreed to a Negotiated Rate. The Negotiated Rate will be the Index-Based Volumetric Rate set forth in Section 1, unless Transporter and Shipper agree to a Fixed Volumetric Rate pursuant to Section 2, or the Alternate Rate pursuant to Section 4 applies.

1. Index-Based Volumetric Rate:

Index-Based Volumetric Rate = (Net Daily Spread – Index Spread Adjustment)

Where:

Net Daily Spread = (KRGT-Del Pool – KRGT-Rec Pool – Applicable Fuel – Applicable Surcharges)

Index Spread Adjustment =

(1) The lesser of $0.1000 per Dth or (Net Daily Spread x 10%) when Net Daily spread is $0.6049 per Dth or higher; or

(2) $0.0000 per Dth when Net Daily Spread is $0.6048 per Dth or lower, except as provided in Section 4(a)(ii).

Applicable Fuel = the sum of the lost and unaccounted-for gas percentage and the rolled-in compressor fuel percentages for the fuel zones scheduled, multiplied by KRGT-Rec pool.

Applicable Surcharges = ACA plus rolled-in Daggett electric compressor fuel surcharges, when applicable.

KRGT-Del Pool = the daily Index price for Kern River, delivered, as published in Platts Gas Daily Preliminary Price Report for the gas day of scheduled transportation.

KRGT-Rec Pool = the daily Index price for ICE Kern River, on system receipt, as published in Platts Gas Daily Preliminary Price Report for the gas day of scheduled transportation.

2. Fixed Volumetric Rate:

Transporter and Shipper may agree to a Fixed Volumetric Rate(s) for all or a portion of the quantities scheduled under this Agreement. If Transporter and Shipper do not agree to a Fixed Volumetric Rate, Shipper will pay the otherwise applicable rate set for in this Exhibit "B."

3. Applicable Fuel and Applicable Surcharges:

In addition to the Index-Based Volumetric Rate or the Fixed Volumetric Rate, Shipper will reimburse Transporter for Applicable Fuel and Applicable Surcharges as defined in Section 1 above.

4. Alternate Rate:

Notwithstanding the above, Shipper will pay an Alternate Rate of $1.00 per Dth for the entire month and for the next month, excluding the month following the end date of the agreement, for the total DMDQ under the Agreement, plus Applicable Fuel and Applicable Surcharges for all quantities scheduled, when one or more of the events described below occur:

(a) Shipper schedules any quantity under this Agreement when the Net Daily Spread is $0.6048 per Dth or lower; provided, however, this section 4(a) shall not apply if: (i) Transporter and Shipper have agreed to a Fixed Volumetric Rate for the applicable gas day(s), and the quantity scheduled under this Agreement is less than or equal to the quantity on which Transporter and Shipper have agreed to a Fixed Volumetric Rate; or (ii) Transporter has sent Shipper a written communication stating that Shipper is exempt from this section 4(a) for a specific gas day(s) and quantity, and the quantity scheduled under this Agreement is less than or equal to the exempt quantity. If Transporter sends such written communication and the Net Daily Spread for the applicable gas day(s) is $0.6048 per Dth or lower, then the Index Spread Adjustment shall be the Net Daily Spread x 10%;

(b) Any primary delivery point is amended;

(c) The total quantity scheduled on any day under this Agreement and any related agreement(s),including capacity release and segmented agreement(s), exceeds the DMDQ under this Agreement for any reason other than authorized overrun service; and/or

(d) Shipper or a Replacement Shipper schedules any quantity to a direct-connected delivery point solely served by Transporter; and/or Shipper or a Replacement Shipper schedules any quantity to a Pool where any gas from that Pool is then delivered to a direct-connected delivery point solely served by Transporter, and such event was not the result of Shipper's oversight or scheduling error. Transporter will maintain a list of direct-connected delivery points solely served by Transporter on its Customer Services Web site.