

FIRM TRANSPORTATION SERVICE AGREEMENT  
Rate Schedule KRF-1

CONTRACT NO. 26039

THIS FIRM TRANSPORTATION SERVICE AGREEMENT ("Agreement") is made and entered into as of this 17th day of November, 2020, by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and SIX ONE COMMODITIES 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 was awarded available capacity pursuant to Transporter's Notice Identifier 20200570, Open Season Notice;

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 TMDQ. Shipper's TMDQ is 611 Dth per day. Shipper's DMDQ is equal to Shipper's 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 ("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 \("NGA"\)](#).
- 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 [January 1, 2021](#), through [January 31, 2021](#).

## 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 [November 3, 2020](#).

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 [17th day of November, 2020](#).

"SHIPPER:"

SIX ONE COMMODITIES LLC

By: /s/ DREW DABROWSKI

Title: Gas Trader

"TRANSPORTER:"

KERN RIVER GAS TRANSMISSION COMPANY

By: /s/ PRESTON MILLER

Title: Director - Marketing & Customer  
Services

EXHIBIT "A"

TO

FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 26039

BETWEEN

SIX ONE COMMODITIES LLC

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": November 17, 2020

From January 1, 2021 through January 31, 2021  
TMDQ: 611 Dth

Receipt Point(s) -----	Meter Number -----	Loc. Type -----	Receipt Point Entitlement (Dth) -----
Pioneer - Enterprise	014013	Physical	611
Total Receipt Point Entitlement:			611 Dth

Delivery Point(s) -----	Meter Number -----	Loc. Type -----	Delivery Point Entitlement (Dth) -----
Kramer Junction - SoCal Gas	025032	Physical	611
Total Delivery Point Entitlement:			611 Dth