

AMENDED AND RESTATED
FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-1

CONTRACT NO. 26065

THIS AMENDED AND RESTATED FIRM TRANSPORTATION SERVICE AGREEMENT ("Agreement"), which was originally executed on October 25, 2021, is made and entered into as of this 29th day of August, 2024 by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and NRG BUSINESS MARKETING LLC ("Shipper"), and supersedes all previous versions of this Agreement, if any.

WHEREAS, Transporter and Shipper have agreed to amend and replace Section 3.1;

WHEREAS, Transporter and Shipper have agreed to amend the rate as set forth on Exhibit "B";

WHEREAS, Shipper was awarded capacity via a permanent capacity release from NRG Power Marketing LLC's 26007 agreement on October 25, 2021 pursuant to Award Number 26065. This permanent capacity release was effective November 1, 2021;

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 20,000 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 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 \("NGA"\). 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 September 1, 2024, through October 31, 2027. This Agreement may be extended for an additional term of one month or longer if Transporter and Shipper agree on a rate and term for the extended period prior to the expiration date of this Agreement. Shipper shall have a right of first refusal pursuant to the terms of Transporter's Tariff.](#)

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 [April 4, 2018](#).

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 [29th day of August, 2024](#).

"SHIPPER:"

NRG BUSINESS MARKETING LLC

By: /s/ Shawn Parsell

Name: Shawn Parsell

Title: Assets Operations Manager

"TRANSPORTER:"

KERN RIVER GAS TRANSMISSION COMPANY

By: /s/ John Joosten

Name: John Joosten

Title: Director, Marketing &
Customer Services

EXHIBIT "A"
 TO AMENDED AND RESTATED
 FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 26065

BETWEEN

NRG BUSINESS MARKETING LLC

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": August 29, 2024

Term of Service: Beginning September 1, 2024, through October 31, 2027

DMDQ: 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)
Blue Diamond- SW Gas	024016	Physical	20,000

Total Delivery Point Entitlement: 20,000 Dth

EXHIBIT "B"

TO AMENDED AND RESTATED

FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 26065

BETWEEN

NRG BUSINESS MARKETING LLC

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "B": August 29, 2024

Shipper and Transporter have agreed to a Negotiated Daily Reservation/Demand Rate of \$0.5191 per Dth for the total DMDQ under this Agreement. In addition to the Negotiated Daily Reservation/Demand Rate, Shipper is responsible for reimbursing Transporter for fuel, commodity charges and surcharges at the maximum rate applicable to incremental rate service related to the 2003/2010 Expansion Projects for all quantities scheduled.