

August 30, 2024

Ms. Debbie-Anne Reese
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Kern River Gas Transmission Company
Docket No. RP24-_____
Negotiated Rate Transactions

Dear Acting Secretary Reese:

Pursuant to Part 154 of the regulations of the Federal Energy Regulatory Commission (“Commission”), Kern River Gas Transmission Company (“Kern River”) hereby tenders for filing and acceptance the following tariff records as part of its F.E.R.C. Gas Tariff, Third Revised Volume No. 1 (“Volume No. 1”) and Original Volume No.1A (“Volume No. 1A”), to be effective September 1, 2024:

Third Revised Volume No. 1 (“Volume No.1”)

Sheet No. 450F, Version 4.0.0
Sheet No. 450G, Version 1.0.0
Sheet No. 453R, Version 3.0.0
Sheet No. 454, Version 6.0.0

Original Volume No. 1A (“Volume No. 1A”)

Section No. 1, Version 27.0.0
Section No. 2.29.4, Version 0.0.0

Purpose

The purpose of this filing is to obtain Commission acceptance of tariff sheets for revised negotiated rate transactions with High Desert Power Project (“HDPP”), Constellation Energy Generation, LLC (“Constellation”) and EDF Trading North America, LLC (“EDF”), and new negotiated rate transactions with City of Victorville (“Victorville”) and with NRG Business Marketing LLC (“NRG”) in accordance with the Commission’s Statement of Policy on Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines (“Policy Statement”).¹ The proposed revised and new negotiated rate transactions are fully described below.

¹ 74 FERC ¶ 61,076 (1996).

Revised Transactions

HDDP - Contract No. 2002: Effective September 1, 2024, HDDP is permanently releasing a portion of its Demand Maximum Daily Quantity (“DMDQ”) to Victorville.² Tariff Sheet No. 454 of Volume No. 1 is being revised to reflect the reduced DMDQ. In addition, because the Transportation Service Agreement (“TSA”) with HDDP is a non-conforming TSA, Section 2.29 of Volume No. 1A is being revised to include the Amendment to the TSA reflecting the reduced DMDQ (“Amendment”) under new proposed Section No. 2.29.4. The revisions to Volume No. 1A also include updating Section 1, Table of Contents to reference the inclusion of the Amendment. The Amendment does not include any modification to the non-conforming provisions previously accepted by the Commission.

Constellation - Contract No. 26005: Tariff Sheet No. 450F is being revised to modify the term of the negotiated rate agreement and amend the reference to the footnote containing the negotiated rate provisions.

EDF - Contract No. 26011: Tariff Sheet No. 450G is being revised to modify the term of the negotiated rate agreement and amend the reference to the footnote containing the negotiated rate provisions.

New Transactions

Victorville - Contract No. 2003: Tariff Sheet No. 450G is being revised to reflect the addition of the negotiated rate agreement beginning September 1, 2024. Tariff Sheet No. 453R is being revised to include the negotiated rate provisions in new footnote 31.

NRG - Contract No. 26065: Tariff Sheet No. 450G is being revised to reflect the addition of the negotiated rate agreement beginning September 1, 2024.

Marked Version of the Tariff Sheets

In accordance with Section 154.201 of the Commission’s regulations, a marked version of proposed Volume No. 1 tariff sheets and revisions to Volume No. 1A comparing the currently effective language with the proposed language is attached.

Effective Date and Waiver Request

The Policy Statement provides: “the Commission will readily grant requests to waive the 30-day notice requirement” for negotiated rate filings.³ Kern River requests that the Commission accept the tendered Volume No. 1 tariff sheets to be effective September 1, 2024. Inasmuch as Kern River is not proposing any changes to the non-conforming provisions previously accepted by the Commission, Kern River also requests that the Commission accept the proposed Volume No. 1A

² This permanent capacity release was completed in accordance with the posting, bidding and awarding procedures set forth in Section 15 of the General Terms and Conditions of Kern River’s Tariff.

³ 74 FERC ¶ 61,076 at 61,241-2 (1996). See *NorAm Gas Transmission Company*, 77 FERC ¶ 61,011 at 61,034-5 (1996).

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revisions to be effective September 1, 2024. Kern River respectfully requests that the Commission grant a waiver of section 154.207 and any other waivers of its regulations it deems necessary for the acceptance of this filing as requested.

Other Regulatory Requirements

In accordance with the Policy Statement and applicable precedent, Kern River will record separately the billing determinants, quantities transported, rates, surcharges and revenues associated with negotiated rate transactions so this information can be separately identified and totaled in Statements G, I and J in Kern River's future general rate proceedings. Also, the negotiated rate transactions shall be reflected on Kern River's transactional report pursuant to Order Nos. 637, 637A and 637B.

Materials Submitted

This filing is comprised of an eTariff.xml filing package containing:

- this transmittal letter;
- the proposed tariff sheets in electronic format, with metadata attached;
- clean copy of the tariff sheets for posting on the Commission's eLibrary; and
- marked copy of the tariff sheets.

Posting

In accordance with Section 154.208, Kern River has served an electronic copy of this filing upon its customers and interested state regulatory commissions.

Communications

Kern River respectfully requests that all communications regarding this filing be served upon each of the following:

Luis Valdivia
Manager, Rates and Tariffs
Kern River Gas Transmission Company
2755 East Cottonwood Parkway
Salt Lake City, Utah 84121
(402) 398-7393
luis.valdivia@nngco.com

Jeff Tibbels
Senior Attorney & Chief Compliance Officer
Kern River Gas Transmission Company
2755 East Cottonwood Parkway
Salt Lake City, Utah 84121
(801) 937-6068
jeff.tibbels@kernrivergas.com

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Respectfully submitted,

KERN RIVER GAS TRANSMISSION COMPANY

/s/ Luis Valdivia

Luis Valdivia
Manager, Rates and Tariffs

NEGOTIATED RATE AGREEMENTS (Continued)

<u>Shipper Name/ Agreement No.</u>	<u>Negotiated Rate (per Dth)</u>	<u>Rate Schedule</u>	<u>Receipt Points</u>	<u>Delivery Points</u>	<u>Contract Quantity (Dth/d)</u>	<u>Term Expires</u>
Constellation Energy Generation, LLC No. 26005	18/	KRF-1	Opal	Kern Front – Juniper	*	10/31/2027
* September 1, 2024 – December 31, 2024					48,430	
January 1, 2025 – January 31, 2025					46,645	
February 1, 2025 – February 28, 2025					45,734	
March 1, 2025 – August 31, 2025					48,430	
September 1, 2025 – September 30, 2025					46,545	
October 1, 2025 – October 31, 2025					40,658	
November 1, 2025 – November 30, 2025					48,430	
December 1, 2025 – December 31, 2025					31,525	
January 1, 2026 – January 31, 2026					41,329	
February 1, 2026 – February 28, 2026					44,045	
March 1, 2026 – August 31, 2026					48,430	
September 1, 2026 – September 30, 2026					46,545	
October 1, 2026 – October 31, 2026					40,658	
November 1, 2026 – August 31, 2027					48,430	
September 1, 2027 – September 30, 2027					46,545	
October 1, 2027 – October 31, 2027					40,658	
Chevron U.S.A Inc. No. 26047	30/	KRF-1	Opal – WFS	Kramer Junction SoCal Gas	30,000	3/31/2031
Shell Energy North America (US), LP 12/ No. 26008		KRF-1	Opal	Blue Diamond	20,000	5/31/2018 9/
Calpine Energy Services, L.P. No. 26009	12/	KRF-1	Opal	Kramer Junction Blue Diamond	*	5/31/2018 9/
* March 1, 2020 – May 31, 2021:					16,534	
June 1, 2021 – October 31, 2021:					4,139	
November 1, 2021, and month to month thereafter:					16,534	
Castleton Commodities Merchant Trading L.P. No. 26010	27/	KRF-1	Opal	Kramer Junction Blue Diamond	16,534	10/31/2020 25/

NEGOTIATED RATE AGREEMENTS (Continued)

<u>Shipper Name/ Agreement No.</u>	<u>Negotiated Reservation Rate (per Dth)</u>	<u>Rate Schedule</u>	<u>Receipt Points</u>	<u>Delivery Points</u>	<u>Quantity (Dth/d)</u>	<u>Term Expires</u>
EDF Trading North America, LLC No. 26011	18/	KRF-1	Opal	Kramer Junction Blue Diamond	16,534	10/31/2028
World Fuel Services Inc. No. 26048	18/	KRF-1	Opal	Wecco	2,000	4/30/2027 26/
City of Victorville No. 2003	31/	KRF-L1	Freemont Peak, Sidewinder	Freemont Peak, Victorville	10,000	8/31/2028
NRG Business Business Marketing LLC No. 26065	18/	KRF-1	Opal	Blue Diamond	20,000	10/31/2027

FOOTNOTES: (Continued)

28/ This Agreement shall be in effect from November 1, 2023, through February 28, 2027, for the months of November through February. This Agreement may be extended for an additional term of one year or longer if Transporter and Shipper agree on a rate and term for the extended period prior to the expiration date of this Agreement.

29/ 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 and Daggett surcharges at the rates applicable to incremental rate service related to the Apex Expansion Project and for commodity and other surcharges at the maximum rate applicable to incremental rate service related to the 2003/2010 Expansion Projects for all quantities scheduled.

30/ 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, Daggett surcharges, commodity charges and surcharges at the maximum rate applicable to incremental rate service related to the 2003/2010 Expansion Projects for all quantities scheduled.

31/ Pursuant to Section 5.10 of Rate Schedule KRF-L1, Transporter and Shipper have mutually agreed to a Negotiated Rate for service under this Transportation Service Agreement, as provided in Section 23 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Effective commencing September 1, 2023, such Negotiated Rate is a Daily Reservation/Demand Rate of \$0.0140 per Dth for the Primary Term.

NEGOTIATED RATE AGREEMENTS WITH NON-CONFORMING PROVISIONS

The following Negotiated Rate Transportation Service Agreements contain one or more currently effective provisions that differ materially from the applicable form of service agreement set forth in this Tariff.

<u>Shipper Name/ Agreement No.</u>	<u>Negotiated Rate</u>	<u>Rate Schedule</u>	<u>Receipt Points</u>	<u>Delivery Points</u>	<u>Contract Quantity (Dth/d)</u>	<u>Term Expires</u>
High Desert Power Project, LLC No. 2002	2/	KRF-L1	Freemont Peak, Sidewinder	Freemont Peak, Victorville	272,000	08/31/2028

PART I.

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Non-Conforming Service Agreements Submitted on or after August 19, 2010

- 2.1 Transportation Service Agreement with Southwest Gas Corporation Dated 05/06/08, Contract No. 1812
 - 2.1.1 Amended and Restated Precedent Agreement with Southwest Gas Corporation Dated 02/01/08
- 2.2 Transportation Service Agreement with Southern California Gas Company Dated 05/19/08, Contract No. 1813
 - 2.2.1 Precedent Agreement with Southern California Gas Company Dated 03/06/08
- 2.3 Reserved
 - 2.3.1 Reserved
- 2.4 Reserved
 - 2.4.1 Reserved
- 2.5 Reserved
 - 2.5.1 Reserved
- 2.6 Reserved
 - 2.6.1 Reserved
- 2.7 Reserved
 - 2.7.1 Reserved
 - 2.7.2 Reserved
- 2.8 Reserved
 - 2.8.1 Reserved
 - 2.8.2 Reserved
- 2.9 Reserved
 - 2.9.1 Reserved
 - 2.9.2 Reserved
 - 2.9.3 Reserved

- 2.10 Reserved
 - 2.10.1 Reserved
- 2.11 Reserved
 - 2.11.1 Reserved
- 2.12 Reserved
 - 2.12.1 Reserved
- 2.13 Alternate Period Two Firm Transportation Service Agreement with Southern California Gas Company Dated April 17, 2017, Contract No. 20015
- 2.14 Alternate Period Two Firm Transportation Service Agreement with Shell Energy North America (US), L.P. Dated April 17, 2017, Contract No. 20005
- 2.15 Restated Period Two Firm Transportation Service Agreement with Southwest Gas Corporation Dated April 17, 2017, Contract No. 20016
- 2.16 Alternate Period Two Firm Transportation Service Agreement with Nevada Cogeneration Associates #1 Dated April 19, 2017, Contract No. 20010
- 2.17 Alternate Period Two Firm Transportation Service Agreement with BP Energy Company Dated June 19, 2020, Contract No. 20041 (Permanent Release from Nevada Cogeneration Associates #2)
- 2.18 Alternate Period Two Firm Transportation Service Agreement with Citadel Energy Marketing, LLC (formerly Citadel NGPE LLC) Dated April 17, 2017, Contract No. 20017
 - 2.18.1 Assignment of Agreements between WPX Marketing, LLC and Citadel NPGE, LLC Dated July 15, 2016
- 2.19 Restated Period Two Firm Transportation Service Agreement with Southwest Gas Corporation Dated April 17, 2017, Contract No. 20020
- 2.20 Alternate Period Two Firm Transportation Service Agreement with Morgan Stanley Capital Group, Inc. Dated December 12, 2019, Contract No. 20031 (Permanent Release from RRI Energy Services, LLC)
- 2.21 Alternate Period Two Firm Transportation Service Agreement with Chevron U.S.A. Inc. Dated April 17, 2017, Contract No. 20008
- 2.22 Amended and Restated Alternate Period Two Firm Transportation Service Agreement with Seneca Resources Corporation Dated March 24, 2021, Contract No. 20014

- 2.23 Alternate Period Two Firm Transportation Service Agreement with Shell Energy North America (US), L.P. Dated April 17, 2017, Contract No. 20006
- 2.24 Alternate Period Two Firm Transportation Service Agreement with Aera Energy LLC Dated April 17, 2017, Contract No. 20007
- 2.25 Reserved
- 2.26 Alternate Period Two Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated April 19, 2017, Contract No. 20012
 - 2.26.1 Reserved
- 2.27 Alternate Period Two Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated April 19, 2017, Contract No. 20013
 - 2.27.1 Reserved
- 2.28 Reserved
 - 2.28.1 Reserved
- 2.29 Restated Transportation Service Agreement with High Desert Power Project, LLC Dated May 23, 2012, Contract No. 2002
 - 2.29.1 Facilities Agreement with High Desert Power Project, LLC (assignee of Victorville-Gas, LLC) Dated June 12, 2001
 - 2.29.2 Amendment to Facilities Agreement between Kern River and High Desert Power Project, LLC (assignee of Victorville-Gas, LLC) and Acknowledgment by Constellation Energy Group, Inc. Dated June 5, 2003
 - 2.29.3 Amendment to Restated Transportation Service Agreement with High Desert Power Project, LLC Dated May 1, 2023, Contract No. 2002
 - 2.29.4 Amendment to Restated Transportation Service Agreement with High Desert Power Project, LLC Dated September 1, 2024, Contract No. 2002
- 2.30 Amendment to Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated August 1, 2012, Contract No. 1830
- 2.31 Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated September 21, 2015, Contract No. 20002

- 2.31.1 Amendment to Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated May 14, 2018, Contract No. 20002
- 2.32 Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated March 10, 2017, Contract No. 20025
 - 2.32.1 Amendment to Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated May 14, 2018, Contract No. 20025
- 2.33 Amended and Restated Alternate Period Two Firm Transportation Service Agreement with CRC Marketing, Inc. Dated March 21, 2021, Contract No. 20009
- 2.34 Restated Period Two Firm Transportation Service Agreement with Southwest Gas Corporation Dated April 17, 2017, Contract No. 20018

Section 2.29.4

Amendment to Restated Transportation Service Agreement with
High Desert Power Project, L.L.C.

Contract No. 2002

Dated September 1, 2024

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
Total Receipt Point Entitlement:			544,000 Dth

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.

NEGOTIATED RATE AGREEMENTS (Continued)

Shipper Name/ Agreement No.	Negotiated Rate (per Dth)	Rate Schedule	Receipt Points	Delivery Points	Contract Quantity (Dth/d)	Term Expires
Constellation Energy Generation, LLC 20/ No. 26005	1813/	KRF-1	Opal	Kern Front – Juniper	*	10/31/2027 0
* January-September 1, 2024 – December 31, 2024						
48,430						
January 1, 2025 – January 31, 2025					46,645	
February 1, 2025 – February 28, 2025					45,734	
March 1, 2025 – August 31, 2025					48,430	
September 1, 2025 – September 30, 2025					46,545	
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November 1, 2026 – August 31, 2027					48,430	
September 1, 2027 – September 30, 2027					46,545	
October 1, 2027 – October 31, 2027					40,658	
November 1, 2027 – December 31, 2027					48,430	
Each Year Thereafter, Beginning January 1, 2028:						
January 1 – September 30					48,430	
October 1 – October 31					42,992	
November 1 – December 31					48,430	
Chevron U.S.A Inc. No. 26047	30/	KRF-1	Opal – WFS	Kramer Junction SoCal Gas	30,000	3/31/2031
Shell Energy North America (US), LP 12/ No. 26008		KRF-1	Opal	Blue Diamond	20,000	5/31/2018 9/
Calpine Energy Services, L.P. No. 26009	12/	KRF-1	Opal	Kramer Junction Blue Diamond	*	5/31/2018 9/
* March 1, 2020 – May 31, 2021:					16,534	
June 1, 2021 – October 31, 2021:					4,139	
November 1, 2021, and month to month thereafter:					16,534	
Castleton Commodities Merchant Trading L.P. No. 26010	27/	KRF-1	Opal	Kramer Junction Blue Diamond	16,534	10/31/2020 25/

NEGOTIATED RATE AGREEMENTS (Continued)

Shipper Name/ Agreement No.	Negotiated Reservation Rate (per Dth)	Rate Schedule	Receipt Points	Delivery Points	Quantity (Dth/d)	Term Expires
EDF Trading North America, LLC 105/31/2021 ^{18-9/} No. 26011	182/	_ KRF-1	Opal	-Kramer Junction Blue Diamond	- 16,534 *	
* April 1, 2021 – May 31, 2021:					16,534	
June 1, 2021 – October 31, 2021:					4,139	
November 1, 2021, and month to month thereafter:					16,534	
World Fuel Services Inc. No. 26048	18/	_ KRF-1	Opal	-Wecco	2,000	4/30/2027 26/
City of Victorville No. 2003	31/	KRF-L1	Freemont Peak, Sidewinder	Freemont Peak, Victorville	10,000	8/31/2028
NRG Business Business Marketing LLC No. 26065	18/	KRF-1	Opal	Blue Diamond	20,000	10/31/2027

FOOTNOTES: (Continued)

28/ This Agreement shall be in effect from November 1, 2023, through February 28, 2027, for the months of November through February. This Agreement may be extended for an additional term of one year or longer if Transporter and Shipper agree on a rate and term for the extended period prior to the expiration date of this Agreement.

29/ 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 and Daggett surcharges at the rates applicable to incremental rate service related to the Apex Expansion Project and for commodity and other surcharges at the maximum rate applicable to incremental rate service related to the 2003/2010 Expansion Projects for all quantities scheduled.

30/ 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, Daggett surcharges, commodity charges and surcharges at the maximum rate applicable to incremental rate service related to the 2003/2010 Expansion Projects for all quantities scheduled.

31/ Pursuant to Section 5.10 of Rate Schedule KRF-L1, Transporter and Shipper have mutually agreed to a Negotiated Rate for service under this Transportation Service Agreement, as provided in Section 23 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Effective commencing September 1, 2023, such Negotiated Rate is a Daily Reservation/Demand Rate of \$0.0140 per Dth for the Primary Term.

NEGOTIATED RATE AGREEMENTS WITH NON-CONFORMING PROVISIONS

The following Negotiated Rate Transportation Service Agreements contain one or more currently effective provisions that differ materially from the applicable form of service agreement set forth in this Tariff.

<u>Shipper Name/ Agreement No.</u>	<u>Negotiated Rate</u>	<u>Rate Schedule</u>	<u>Receipt Points</u>	<u>Delivery Points</u>	<u>Contract Quantity (Dth/d)</u>	<u>Term Expires</u>
High Desert Power Project, LLC No. 2002	2/	KRF-L1	Freemont Peak, Sidewinder	Freemont Peak, Victorville	2782,000	08/31/2028

PART I.

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 - 2.1.1 Amended and Restated Precedent Agreement with Southwest Gas Corporation Dated 02/01/08
- 2.2 Transportation Service Agreement with Southern California Gas Company Dated 05/19/08, Contract No. 1813
 - 2.2.1 Precedent Agreement with Southern California Gas Company Dated 03/06/08
- 2.3 Reserved
 - 2.3.1 Reserved
- 2.4 Reserved
 - 2.4.1 Reserved
- 2.5 Reserved
 - 2.5.1 Reserved
- 2.6 Reserved
 - 2.6.1 Reserved
- 2.7 Reserved
 - 2.7.1 Reserved
 - 2.7.2 Reserved
- 2.8 Reserved
 - 2.8.1 Reserved
 - 2.8.2 Reserved
- 2.9 Reserved
 - 2.9.1 Reserved
 - 2.9.2 Reserved
 - 2.9.3 Reserved

- 2.10 Reserved
 - 2.10.1 Reserved
- 2.11 Reserved
 - 2.11.1 Reserved
- 2.12 Reserved
 - 2.12.1 Reserved
- 2.13 Alternate Period Two Firm Transportation Service Agreement with Southern California Gas Company Dated April 17, 2017, Contract No. 20015
- 2.14 Alternate Period Two Firm Transportation Service Agreement with Shell Energy North America (US), L.P. Dated April 17, 2017, Contract No. 20005
- 2.15 Restated Period Two Firm Transportation Service Agreement with Southwest Gas Corporation Dated April 17, 2017, Contract No. 20016
- 2.16 Alternate Period Two Firm Transportation Service Agreement with Nevada Cogeneration Associates #1 Dated April 19, 2017, Contract No. 20010
- 2.17 Alternate Period Two Firm Transportation Service Agreement with BP Energy Company Dated June 19, 2020, Contract No. 20041 (Permanent Release from Nevada Cogeneration Associates #2)
- 2.18 Alternate Period Two Firm Transportation Service Agreement with Citadel Energy Marketing, LLC (formerly Citadel NGPE LLC) Dated April 17, 2017, Contract No. 20017
 - 2.18.1 Assignment of Agreements between WPX Marketing, LLC and Citadel NPGE, LLC Dated July 15, 2016
- 2.19 Restated Period Two Firm Transportation Service Agreement with Southwest Gas Corporation Dated April 17, 2017, Contract No. 20020
- 2.20 Alternate Period Two Firm Transportation Service Agreement with Morgan Stanley Capital Group, Inc. Dated December 12, 2019, Contract No. 20031 (Permanent Release from RRI Energy Services, LLC)
- 2.21 Alternate Period Two Firm Transportation Service Agreement with Chevron U.S.A. Inc. Dated April 17, 2017, Contract No. 20008
- 2.22 Amended and Restated Alternate Period Two Firm Transportation Service Agreement with Seneca Resources Corporation Dated March 24, 2021, Contract No. 20014

- 2.23 Alternate Period Two Firm Transportation Service Agreement with Shell Energy North America (US), L.P. Dated April 17, 2017, Contract No. 20006
- 2.24 Alternate Period Two Firm Transportation Service Agreement with Aera Energy LLC Dated April 17, 2017, Contract No. 20007
- 2.25 Reserved
- 2.26 Alternate Period Two Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated April 19, 2017, Contract No. 20012
 - 2.26.1 Reserved
- 2.27 Alternate Period Two Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated April 19, 2017, Contract No. 20013
 - 2.27.1 Reserved
- 2.28 Reserved
 - 2.28.1 Reserved
- 2.29 Restated Transportation Service Agreement with High Desert Power Project, LLC Dated May 23, 2012, Contract No. 2002
 - 2.29.1 Facilities Agreement with High Desert Power Project, LLC (assignee of Victorville-Gas, LLC) Dated June 12, 2001
 - 2.29.2 Amendment to Facilities Agreement between Kern River and High Desert Power Project, LLC (assignee of Victorville-Gas, LLC) and Acknowledgment by Constellation Energy Group, Inc. Dated June 5, 2003
 - 2.29.3 Amendment to Restated Transportation Service Agreement with High Desert Power Project, LLC Dated May 1, 2023, Contract No. 2002
 - 2.29.4 Amendment to Restated Transportation Service Agreement with High Desert Power Project, LLC Dated September 1, 2024, Contract No. 2002
- 2.30 Amendment to Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated August 1, 2012, Contract No. 1830
- 2.31 Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated September 21, 2015, Contract No. 20002

- 2.31.1 Amendment to Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated May 14, 2018, Contract No. 20002
- 2.32 Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated March 10, 2017, Contract No. 20025
 - 2.32.1 Amendment to Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated May 14, 2018, Contract No. 20025
- 2.33 Amended and Restated Alternate Period Two Firm Transportation Service Agreement with CRC Marketing, Inc. Dated March 21, 2021, Contract No. 20009
- 2.34 Restated Period Two Firm Transportation Service Agreement with Southwest Gas Corporation Dated April 17, 2017, Contract No. 20018

Section 2.29.4

Amendment to Restated Transportation Service Agreement with
High Desert Power Project, L.L.C.

Contract No. 2002

Dated September 1, 2024

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":

"TRANSPORTER":

HIGH DESERT POWER PROJECT, LLC

KERN RIVER GAS TRANSMISSION COMPANY

By: /s/James Suehr

By: /s/ John Joosten

Name: James Suehr

Name: John Joosten

Title: VP & Secretary

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

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>
<u>Freemont Peak Dlv-PG&E</u>	<u>027001</u>	<u>Physical</u>	<u>272,000</u>	
<u>Victorville - HDPP</u>	<u>027002</u>	<u>Physical</u>	<u>272,000</u>	<u>500</u>

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.