



August 31, 2023

Hon. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

**Re: Kern River Gas Transmission Company**  
Docket No. RP23-\_\_\_\_\_

Dear Secretary Bose:

Pursuant to Part 154 of the regulations of the Federal Energy Regulatory Commission ("Commission" or "FERC"), Kern River Gas Transmission Company ("Kern River") hereby tenders for filing and acceptance the following tariff sheets to be effective September 1, 2023:

Third Revised Volume No. 1

Sheet No. 454, Version 5.0.0  
Sheet No. 455, Version 5.0.0

Original Volume No. 1A

Section 1, Version 26.0.0  
Section 2.29.3, Version 0.0.0

***Purpose***

The purpose of this filing is to obtain the Commission's acceptance of an amendment to a previously filed negotiated rate, nonconforming transportation service agreement ("TSA") between Kern River and High Desert Power Project LLC ("High Desert").

***Statement of Nature, Reasons and Basis for the Filing***

On July 31, 2009, Kern River submitted a filing in Docket No. RP09-860 to obtain the Commission's acceptance of Contract No. 2002 as a nonconforming TSA ("2009 TSA"). On August 24, 2009, the Commission issued a letter order accepting the 2009

TSA<sup>1</sup>, finding that the material deviations contained therein did not affect the rights of the parties and presented no potential for a significant risk of undue discrimination among customers. The non-conforming deviations included in the 2009 TSA are summarized in Table 1 below.

Article	Table 1: Description of Deviation
1.1	The word “volumes” was substituted for the word “Quantities.” The meaning was not changed.
1.2	The wording of the fuel reimbursement provision was clarified. Fuel is charged pursuant to Section 12.8 of the General Terms and Conditions of the Tariff.
2.2	The rate language was revised because the agreement contains a negotiated rate. The standard language, which is applicable to this TSA, incorporated the tariff rate and provides for the rate to change from time to time.
2.2	The initial parenthetical reading, “Notwithstanding Section 5.5 of the General Terms and Conditions, and subject to any negotiated credit,” was omitted. The meaning of the provision was unchanged.
III	The term language was revised so that the actual term of the shipper’s agreement could be stated. The term contains successive five-year rollover rights, with 12 months’ notice of termination by the shipper. The grant of these rollover rights is consistent with the current form of service agreement for KRF-L1 service.
IV-VII	Those provisions have been superseded by the General Terms and Conditions of the Tariff. Kern River’s currently effective form of KRF-L1 service agreement no longer contains a Notice section, Successors and Assigns or Governmental Bodies and the Miscellaneous section was substantially revised. The provisions in Articles IV – VII are now governed by Paragraphs 11.6 through 11.15 of the “Service Agreement and Service Conditions” section of the General Terms and Conditions of the Tariff on Sheet Nos. 108 – 108-B.
Exhibit A	Exhibit “A” contains volume and point information. An effective date was added. The term “Receipt Point Entitlements” was changed to “Maximum Receipt Point Quantity (Dth/d)” and a similar change was made to the delivery point column. The meaning was unchanged. The words “High Desert Lateral” were changed to “Delivery Facilities” for accuracy. The phrase “contracts for service to that facility” was corrected to read “this Exhibit ‘A’”.
Exhibit B	The pro forma did not contain an Exhibit “B.” However, Exhibit “B” sets forth rate information, all of which is set forth in the Tariff and was timely filed as a negotiated rate.

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<sup>1</sup> See Kern River Gas Transmission Company, Letter Order in Docket No. RP09-860-000, dated August 24, 2009.

On May 23, 2012, Kern River submitted a filing in Docket No. RP12-747 to restate Contract No. 2002 as a negotiated rate, non-conforming transportation service agreement (“2012 TSA”). The restated 2012 TSA was substantively the same as the 2009 TSA, except that the negotiated rate had been revised and some provisions had been updated to include minor wording differences when compared to the Rate Schedule KRF-L1, due to High Desert’s preference to minimize changes between the restated 2012 TSA and the 2009 TSA, to the maximum extent possible. For example, the word “shall” was used instead of the word “will”. Other differences between the 2012 TSA and the 2009 TSA are summarized in Table 2 below. On June 7, 2012, the Commission accepted Kern River’s restated, non-conforming, negotiated rate TSA, Contract No. 2002<sup>2</sup>.

Article	Table 2: Description of Deviation
Introductory paragraph	At Shipper’s request, the execution date of the restated TSA was inserted in lieu of the original execution date as provided in the pro forma.
1.1	The words, “on a firm basis,” were added. The word “volumes” was substituted for the words “Quantities of Natural Gas” or “Quantities.” Shipper’s transportation maximum daily quantity (TMDQ) was specified, along with Shipper’s demand maximum daily quantity (DMDQ).
1.2	Shipper’s fuel reimbursement obligation was clarified. Fuel is charged in accordance with Section 12.8 of the General Terms and Conditions (“GT&C”) of the Tariff.
2.1	Service to Shipper is provided in accordance with Rate Schedule KRF-L1 and the GT&C of Transporter’s tariff, as amended from time to time.
2.2	Rate language was revised because the High Desert rate is a negotiated rate, not subject to change in accordance with the Natural Gas Act.
2.3	The phrase, “Notwithstanding Section 5.5 of the General Terms and Conditions, and subject to any negotiated credit” was deleted.
IV – VI	The provisions in Articles IV-VI of the restated TSA are carry- overs from High Desert’s existing TSA and a superseded version of the standard form of agreement for Rate Schedule KRF-L1. The form of agreement for Rate Schedule KRF-L1 no longer contains a Successors and Assigns or Governmental Bodies section, and the Miscellaneous section was substantially revised. Those sections deleted from the form of agreement are now contained in Sections 11.7 through 11.16 of the GT&C of the Tariff (Sheet Nos. 156 thru 158).
6.8	The credit and security provisions of the Facilities Agreement dated June 12, 2001, as amended June 5, 2003, were referenced.

<sup>2</sup> See Kern River Gas Transmission Company, Letter Order in Docket No. RP12-747-000, dated June 7, 2012.

On May 1, 2023, Kern River and High Desert executed an amendment to update the negotiated rate and extend the term of the 2012 TSA. Commencing September 1, 2023, the negotiated rate is a Daily Reservation/Demand Rate of \$0.0140/Dth or \$0.0139/Dth for leap years, and the term of the 2012 TSA is extended for five years. This amendment does not include any modifications to the non-conforming provisions included in the 2009 TSA and the 2012 TSA previously accepted by the FERC.

### ***Proposed Tariff Changes***

#### Third Revised Volume No. 1

Tariff Sheet Nos. 454 and 455 are updated to reflect the amendments to the 2012 TSA effective September 1, 2023, and the updated negotiated provisions set forth in footnote two.

#### Original Volume No. 1A

Part 1, Table of Contents, was revised to add a reference to the amended Exhibit B of the 2012 TSA. A copy of the amended Exhibit B is included as Section 2.29.3.

In accordance with the Commission's Statement of Policy on Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines<sup>3</sup> 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.

### ***Effective Date***

Kern River respectfully requests that the Commission accept the tendered tariff sheets to be effective September 1, 2023, or at the end of any minimal suspension period that may be ordered by the Commission. Kern River also requests that the Commission grant any waivers of its Regulations it deems necessary for the acceptance of this filing.

### ***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 copies of the tariff sheets for posting on the Commission's eLibrary and
- marked copies of the tariff sheets.

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<sup>3</sup> 74 FERC ¶ 61,076 (1996).

***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](mailto:luis.valdivia@nngco.com)

David Bolda  
Senior Attorney  
Kern River Gas Transmission Company  
2755 East Cottonwood Parkway  
Salt Lake City, Utah 84121  
(801) 937-6487  
[david.bolda@kernrivergas.com](mailto:david.bolda@kernrivergas.com)

***Other***

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

Respectfully submitted,

**KERN RIVER GAS TRANSMISSION COMPANY**

*/s/ Luis Valdivia*

Luis Valdivia  
Manager, Rates and Tariffs

#### 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	282,000	08/31/2028

NEGOTIATED RATE AGREEMENTS WITH NON-CONFORMING PROVISIONS (Continued)

FOOTNOTES:

1/ Reserved.

2/ Pursuant to the terms of Exhibit "B" to the May 23, 2012 Restated Transportation Service Agreement between Transporter and High Desert Power Project LLC, executed May 1, 2023, Transporter and Shipper have mutually agreed to a Negotiated Rate for service. Effective September 1, 2023, the daily reservation rate is \$0.0140/Dth for non-leap years and \$0.0139 for leap years for the Extended Term.

A complete copy of Exhibit "B" is included as Section 2.29.3 of Original Volume No. 1A.

## PART I.

### TABLE OF CONTENTS

#### 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
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  - 2.9.1 Reserved
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- 2.10 Reserved
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- 2.11 Reserved
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- 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
- 2.30 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 2.29.3

Amendment to Restated Transportation Service Agreement with  
High Desert Power Project, LLC

Contract No. 2002

Dated May 1, 2023

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 1<sup>st</sup> day of May, 2023, 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, Contract No. 2002 ("Agreement");

WHEREAS, Transporter and Shipper have agreed to amend the term of the Agreement to reflect a five-year term extension;

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

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

1. This Amendment supersedes Section 3.1 of the Agreement, which shall be deleted in its entirety and replaced with the following: Service under this Agreement will be in effect September 1, 2023, through August 31, 2028 (the "Extended Term"). This Agreement shall continue in effect beyond the Extended Term and any extension thereof for successive additional terms of five (5) years, subject to the rate specified in Section 2.1 of Exhibit "B" hereto, unless Shipper shall have given Transporter written notice of its intent to terminate this Agreement not later than twelve (12) months prior to the expiration of the Extended Term or any extension thereof.
2. Effective September 1, 2023, the Agreement is amended as follows:
  - a. Shipper's rate for service shall be as set forth on Exhibit "B" attached hereto. Exhibit "B" shall supersede and replace any previously effective Exhibit "B."

3. 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 in 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: Chief Financial Officer

"TRANSPORTER":

KERN RIVER GAS TRANSMISSION COMPANY

By: /s/ John Joosten

Name: John Joosten

Title: Director, Marketing & Customer Services

EXHIBIT "B"

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 "B": May 1, 2023

Shipper's rate shall be:

1. NEGOTIATED RATE

- 1.1 Pursuant to Section 5.10 of Rate Schedule KRF-L1, Transporter and Shipper have mutually agreed to a Negotiated Rate for service under this Restated 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 Extended Term.
- 1.2 Transporter will invoice Shipper a monthly amount determined by multiplying Shipper's DMDQ by the applicable Negotiated Rate and then multiplying the result by the number of days in the month.

2. RATE TO APPLY FOLLOWING CONCLUSION OF THE EXTENDED TERM RATE

- 2.1 Rate to Apply Following Conclusion of the Extended Term: Notwithstanding any other provision of this Agreement, the rate to be charged hereunder following the conclusion of the Extended Term shall be not greater than the amount determined on the basis of the most recent available data for the preceding twelve (12) months at the time of the rate redetermination by calculating the O&M expenses and taxes associated with Transporter's ownership, operation and maintenance of the Delivery Facilities ("Applicable O&M + A&G + Taxes Other Than Income"), and increasing the sum of those amounts by ten percent (10%) of the average pre-tax return on the Delivery Facilities during the Primary Term. The rate shall also include the charges resulting from Section 2.2 of this Exhibit "B," if applicable.
- 2.2 Capital Replacement and Betterments: The rate to apply following the conclusion of the Extended Term shall be adjusted, if necessary, to provide for payment by shipper for capital replacements and betterments installed after December 31, 2021. The rate shall include amounts reflecting the capital costs of such capital replacements or betterments made to maintain the Delivery Facilities in accordance with applicable safety and regulatory requirements, including recovery of such capital expenditures, ad valorem taxes and an allowance for pre-tax rate of return calculated using Transporter's then applicable pre-tax rate of return used to establish Transporter's effective base rates contained in its FERC Gas Tariff. In the event that this Agreement terminates prior to full recovery by Transporter of all of the costs of such capital replacements and betterments, Shipper agrees to reimburse Transporter for the remaining net book value of such facilities, including applicable income taxes, except to the extent that a replacement shipper (or shippers) assumes such obligation.



# NEGOTIATED RATE AGREEMENTS WITH NON-CONFORMING PROVISIONS

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NEGOTIATED RATE AGREEMENTS WITH NON-CONFORMING PROVISIONS (Continued)

FOOTNOTES:

1/ Reserved.

~~2/ Pursuant to the terms of Exhibit "B" to the May 23, 2012 Restated Transportation Service Agreement between Transporter and High Desert Power Project LLC, effective May 1, 2009, Transporter will bill Shipper each month a negotiated rate based on the following three components:~~

- ~~(1) Incremental Facility Charge \$310,346~~
- ~~(2) Deferred Cost Recovery Surcharge \$ 38,197\*~~
- ~~(3) Completion Incentive Charge \$ 46,137\*~~

~~\*During the primary term of the Restated Transportation Service Agreement.~~

~~The equivalent daily reservation rate is \$0.0460/Dth for non-leap years and \$0.0459/Dth for leap years. A complete copy of Exhibit "B" is included in Section 2.29 of Original Volume No. 1A.~~

2/ Pursuant to the terms of Exhibit "B" to the May 23, 2012 Restated Transportation Service Agreement between Transporter and High Desert Power Project LLC, executed May 1, 2023, Transporter and Shipper have mutually agreed to a Negotiated Rate for service. Effective September 1, 2023, the daily reservation rate is \$0.0140/Dth for non-leap years and \$0.0139 for leap years for the Extended Term.

A complete copy of Exhibit "B" is included as Section 2.29.3 of Original Volume No. 1A.

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Section 2.29.3

Amendment to Restated Transportation Service Agreement with  
High Desert Power Project, LLC

Contract No. 2002

Dated May 1, 2023

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 1<sup>st</sup> day of May, 2023, 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, Contract No. 2002 ("Agreement");

WHEREAS, Transporter and Shipper have agreed to amend the term of the Agreement to reflect a five-year term extension;

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

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

1. This Amendment supersedes Section 3.1 of the Agreement, which shall be deleted in its entirety and replaced with the following: Service under this Agreement will be in effect September 1, 2023, through August 31, 2028 (the "Extended Term"). This Agreement shall continue in effect beyond the Extended Term and any extension thereof for successive additional terms of five (5) years, subject to the rate specified in Section 2.1 of Exhibit "B" hereto, unless Shipper shall have given Transporter written notice of its intent to terminate this Agreement not later than twelve (12) months prior to the expiration of the Extended Term or any extension thereof.
2. Effective September 1, 2023, the Agreement is amended as follows:
  - a. Shipper's rate for service shall be as set forth on Exhibit "B" attached hereto. Exhibit "B" shall supersede and replace any previously effective Exhibit "B."



3. 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 in 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: Chief Financial Officer

Title: Director, Marketing & Customer Services

EXHIBIT "B"

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 "B": May 1, 2023

Shipper's rate shall be:

1. NEGOTIATED RATE

- 1.1 Pursuant to Section 5.10 of Rate Schedule KRF-L1, Transporter and Shipper have mutually agreed to a Negotiated Rate for service under this Restated 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 Extended Term.
- 1.2 Transporter will invoice Shipper a monthly amount determined by multiplying Shipper's DMDQ by the applicable Negotiated Rate and then multiplying the result by the number of days in the month.

2. RATE TO APPLY FOLLOWING CONCLUSION OF THE EXTENDED TERM RATE

2.1 Rate to Apply Following Conclusion of the Extended Term:

Notwithstanding any other provision of this Agreement, the rate to be charged hereunder following the conclusion of the Extended Term shall be not greater than the amount determined on the basis of the most recent available data for the preceding twelve (12) months at the time of the rate redetermination by calculating the O&M expenses and taxes associated with Transporter's ownership, operation and maintenance of the Delivery Facilities ("Applicable O&M + A&G + Taxes Other Than Income"), and increasing the sum of those amounts by ten percent (10%) of the average pre-tax return on the Delivery Facilities during the Primary Term. The rate shall also include the charges resulting from Section 2.2 of this Exhibit "B," if applicable.

2.2 Capital Replacement and Betterments: The rate to apply following the conclusion of the Extended Term shall be adjusted, if necessary, to provide for payment by shipper for capital replacements and betterments installed after December 31, 2021. The rate shall include amounts reflecting the capital costs of such capital replacements or betterments made to maintain the Delivery Facilities in accordance with applicable safety and regulatory requirements, including recovery of such capital expenditures, ad valorem taxes and an allowance for pre-tax rate of return calculated using Transporter's then applicable pre-tax rate of return used to establish Transporter's effective base rates contained in its FERC Gas Tariff. In the event that this Agreement terminates prior to full recovery by Transporter of all of the costs of such capital replacements and betterments, Shipper agrees to reimburse Transporter for the remaining net book value of such facilities, including applicable income taxes, except to the extent that a replacement shipper (or shippers) assumes such obligation.