



2755 East Cottonwood Parkway Suite 300
Salt Lake City, UT 84121

March 6, 2025

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. RP25-_____
Revisions to Pro-Forma Service Agreements

Dear Secretary Reese:

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 as part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), to be effective April 7, 2025:

Third Revised Volume No. 1

Sheet No. 300, Version 5.0.0	Sheet No. 301, Version 8.0.0
Sheet No. 310, Version 4.0.0	Sheet No. 311, Version 3.0.0
Sheet No. 313, Version 4.0.0	Sheet No. 320, Version 6.0.0
Sheet No. 321, Version 6.0.0	Sheet No. 322, Version 4.0.0
Sheet No. 323, Version 6.0.0	Sheet No. 324, Version 2.0.0
Sheet No. 325, Version 6.0.0	Sheet No. 326, Version 3.0.0
Sheet No. 330, Version 4.0.0	Sheet No. 331, Version 2.0.0
Sheet No. 332, Version 3.0.0	Sheet No. 333, Version 5.0.0
Sheet No. 340, Version 4.0.0	Sheet No. 341, Version 5.0.0
Sheet No. 342, Version 1.0.0	Sheet No. 350, Version 1.0.0
Sheet No. 351, Version 2.0.0	Sheet No. 352, Version 1.0.0
Sheet No. 360, Version 7.0.0	Sheet No. 361, Version 3.0.0

Purpose

The purpose of this filing is to obtain the Commission's acceptance of limited changes to the *pro-forma* service agreements for firm and interruptible transportation service contained in Kern River's Tariff. In this filing, Kern River proposes to 1) modify superseding language to provide more flexibility in which amendment(s), or agreement(s) or provision(s) are superseded, 2) modify language used to reference the capacity set forth on Exhibit "B" of certain *pro-forma* service agreements, and 3) uniformize quotation marks used in the *pro-forma* service agreements.

The proposed revisions are more fully described below.

Summary of Revisions

- Sheet Nos. 300, 310, 320, 330 and 360: a proposed change to the superseding provision contained in these sheets will provide flexibility to identify what is being superseded. The proposed language is changed from "and supersedes all previous versions of this agreement, if any" to:

"[If applicable – This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or provision(s) being superseded]"

- Sheet Nos. 313 and 333: the superseding language included in Exhibit A has been made [Insert if applicable].
- Sheet No. 350: the superseding provisions contained in this sheet have been updated to provide more flexibility in which amendment(s), or agreement(s) or provision(s) are superseded, and the effective date and period applicable to the new amendment.
- Sheet Nos. 301, 321 and 361: the "all or a portion" language is removed as capacity set forth on Exhibit "B" represents all the capacity subject to either the discounted or negotiated rate(s) under the agreement.
- Quotation marks and apostrophes used in the *pro-forma* service agreements have been uniformized as applicable.

The proposed revisions are non-material items that will not impact the rights of shippers, nor service on Kern River's system. Therefore, Kern River respectfully requests that the Commission accept the changes as proposed.

Marked Version of Tariff Sheets

In accordance with Section 154.201 of the Commission's regulations, a marked version of the proposed tariff sheet comparing the currently effective language with the proposed changes is attached.

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;
- a clean copy of the tariff sheets for posting on the Commission's eLibrary; and
- a marked copy of the tariff sheets.

Waivers and Effective Date

Kern River respectfully requests that the Commission grant waiver of Section 154.207 and any other waivers of its regulations that it may deem necessary to allow the revised tariff sheet to become effective April 7, 2025.

Communications

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

Luis Valdivia
Director, Regulatory Policy and Rates
Kern River Gas Transmission Company
2755 East Cottonwood Parkway
Salt Lake City, Utah 84121
(402) 398-7393
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

Other

In accordance with 18 CFR, Section 154.208, Kern River has served an electronic copy of this filing upon its customers and interested state regulatory commissions.

Ms. Debbie-Anne Reese, Secretary

March 6, 2025

Page 4 of 4

Respectfully submitted,

KERN RIVER GAS TRANSMISSION COMPANY

/s/ Luis Valdivia

Luis Valdivia

Director, Regulatory Policy and Rates

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) or (AMENDED AND RESTATED))]
[If applicable – ((PERIOD TWO) or (ALTERNATE PERIOD TWO))] FIRM TRANSPORTATION SERVICE
AGREEMENT
Rate Schedule KRF-1

CONTRACT NO. _____

THIS [if applicable – ((RESTATED) or (AMENDED AND RESTATED))] [if applicable – ((PERIOD TWO) or (ALTERNATE PERIOD TWO))] FIRM TRANSPORTATION SERVICE AGREEMENT (“Agreement”) [if applicable, insert: , which was originally executed on (insert original contract execution date),] is made and entered into as of this _____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper.”)

[If applicable –This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or provision(s) being superseded.]

[Insert applicable WHEREAS clauses for background purposes – not to include binding consideration]

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 [(____ Dth per day.) or (set forth on Exhibit “A.”)]
- 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) or (incremental rate service related to the {insert name of project})], 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 [If applicable - Shipper's rates for Transportation service will be in accordance with Transporter's effective Rate Schedule KRF-1 for [(maximum recourse) or (10-year) or (15-year) or (insert term)] [(rolled-in rate service) or (incremental rate service related to the {insert name of project})], 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").] [If applicable – add any information necessary to properly identify the applicable rate.] [If applicable – Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a [(discounted) or (negotiated)] rate for the capacity under this Agreement, as set forth on Exhibit "B."] or
- [If applicable - Shipper's rates for Transportation service will be the [(((10-year) or (15-year)) (Period Two Rates) or (Period Two Insulated Rates))] or [Alternate Period Two Rates] applicable to former Period One [(10-year) or (15-year)] [(rolled-in rate, {original system} or {2002 Expansion Project} shippers) or [(incremental rate, {insert name of project} shippers))], 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").] [If applicable – add any information necessary to properly identify the applicable rate.] [If applicable – Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a [(discounted) or (negotiated)] rate for the capacity under this Agreement, as set forth on Exhibit "B."] or
- [If applicable - Shipper has acquired its capacity via capacity release. Shipper's reservation rate for Transportation service is the rate Shipper bid for the capacity, as set forth on Exhibit "B." Shipper's usage rate is the applicable maximum rate for [(rolled-in rate service) or (incremental rate service related to the {insert name of project})], as such rate may change from time to time in accordance with the Natural Gas Act ("NGA").] [Also add, if applicable - Special terms and conditions included in Releasing Shipper's Offer to Release are set forth on Exhibit "C."] or
- [If applicable (to be used when a Shipper segments a contract into two separate contracts and retains both contracts for its own use) - Shipper's reservation rate is \$0.000/Dth for the total DMDQ under this Agreement. Shipper's usage rate is the maximum rate for [(rolled-in rate service) or (incremental rate service related to the {insert name of project})], as such rate may change 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 negotiated credit set forth in this transportation service agreement) or (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.

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) or (AMENDED AND RESTATED))]
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRI-1

CONTRACT NO. _____

THIS [if applicable – ((RESTATED) or (AMENDED AND RESTATED))]
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT (“Agreement”) [if applicable, insert: , which was originally
executed on (insert original contract execution date,)] is made and entered into as of this ____ day of [insert month
and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and
_____ (“Shipper.”)

[If applicable –This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or
provision(s) being superseded.]

[Insert applicable WHEREAS clauses for background purposes -- not to include binding consideration]

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

ARTICLE I - GAS TO BE TRANSPORTED

- 1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive from Shipper at any
Receipt Point on Transporter’s mainline system where capacity is available and to transport and deliver
Thermally Equivalent Quantities of Natural Gas to Shipper at any Delivery Point on Transporter’s mainline
system where capacity is available, exclusive of Quantities required for fuel used and lost and unaccounted-
for Gas. The maximum quantity available for service hereunder may change from time to time and will be
set forth on an Exhibit “A,” to be effective as specified therein.
- 1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis
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.

Page ___ of ___

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 KRI-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 subject to the parties' understanding and agreement that in accordance with Transporter's effective Rate Schedule KRI-1, Transporter may change the rates from time to time in accordance with the Natural Gas Act ("NGA").
- 2.3 Transporter and Shipper may agree to set forth the rates for Shipper's service hereunder on an Exhibit "A," which shall be effective as set forth therein.

ARTICLE III - TERM OF AGREEMENT

- 3.1 [Insert term of agreement; term may include extension rights such as an evergreen or rollover provision and related termination provisions, if applicable]
- 3.2 In the event of termination by either party, this Agreement shall continue as necessary so that the parties may resolve any remaining imbalances.

(Placement on page, number of pages, format, capitalization and font may vary)

EXHIBIT "A"

TO [if applicable – ((RESTATED) OR (AMENDED AND RESTATED))]
 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE KRI-1

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date and Time of this Exhibit "A": _____

[Insert applicable dates, quantities and transportation rate below, using as many lines as needed.]

<u>Begin Date</u>	<u>End Date</u>	<u>Quantity (Dth/Day)</u>	<u>Maximum Rate or Fixed Rate (\$/Dth), if applicable</u>	<u>Index Rate Spread Adjustment,* if applicable</u>	<u>Index Percentage Spread Adjustment,* if applicable</u>
-------------------	-----------------	---------------------------	---	---	---

[*Insert rate formula, if applicable.]

[Insert additional rate provisions, if applicable.]

[Insert, if applicable: The transportation rate set forth above applies to transportation under this Agreement from all receipt points to all delivery points on Transporter's mainline system.]

[Insert, if applicable: The transportation rate set forth above applies only to transportation under this Agreement using the points listed below. Transportation using points not listed below must be nominated under a separate transportation service agreement.]

<u>Meter Name(s)</u>	<u>Meter Number(s)</u>	<u>Meter Type]</u>
----------------------	------------------------	--------------------

In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Transporter's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to herein are or become greater than the maximum rate or less than the minimum rate under Transporter's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Transporter will immediately decrease the rate(s) herein to the maximum rate or increase the rate(s) herein to the minimum rate, as applicable.

[If applicable, This Exhibit "A" supersedes and replaces any previous Exhibit "A" for service on the same date(s).]

[Insert signature blocks]

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) or (AMENDED AND RESTATED))]
FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-L1

CONTRACT NO. _____

THIS [if applicable – ((RESTATED) or (AMENDED AND RESTATED))] FIRM TRANSPORTATION SERVICE AGREEMENT (“Agreement”) [if applicable, insert:, which was originally executed on (insert original contract execution date),] is made and entered into this ____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper.”).

[If applicable –This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or provision(s) being superseded.]

[Insert applicable WHEREAS clauses for background purposes -- not to include binding consideration]

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

ARTICLE I - GAS TO BE TRANSPORTED

- 1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive from Shipper for Transportation at the Receipt Point(s) specified in Exhibit “A” hereto, as amended from time to time, and to transport and deliver Thermally Equivalent Quantities of Natural Gas to Shipper at the Delivery Point(s) specified in Exhibit “A” hereto, as amended from time to time, 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 [(____ Dth per day) or (set forth on Exhibit “A”)].
- 1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis pursuant to the General Terms and Conditions of Transporter’s FERC-approved tariff, as revised from time to time (“Transporter’s Tariff”).

Page ____ of ____

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-L1 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 [If applicable - Shipper's rates for Transportation service will be in accordance with Transporter's effective Rate Schedule KRF-L1, subject to the parties' understanding and agreement that Transporter may change the rates from time to time in accordance with the Natural Gas Act. [If applicable – Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a [(discounted) or (negotiated)] rate for the capacity under this Agreement, as set forth on Exhibit "B."]
- [If applicable - Shipper has acquired its capacity via capacity release. Shipper's reservation rate for Transportation service is the rate Shipper bid for the capacity, as set forth on Exhibit "B."] [Also add, if applicable - Special terms and conditions included in Releasing Shipper's Offer to Release are set forth on Exhibit "C."]
- 2.3 Notwithstanding Section 5.5 of the General Terms and Conditions, and subject to any negotiated credit, 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. Shipper 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 [Insert term of agreement, including any contingencies, such as completion of construction or board or governmental approval; term may include extension rights such as an evergreen, rollover or right-of-first refusal provision and related termination provisions, if applicable.]

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 Natural Gas Act (“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 [insert applicable date and/or contract reference].

[If applicable--

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 _____ day of [insert month and year].

[Insert signature blocks]

(Placement on page, number of pages, format, capitalization and font may vary)

EXHIBIT "A"

[If applicable - TO AMENDMENT] TO [if applicable – ((RESTATED) or (AMENDED AND RESTATED))]
FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": _____, _____

[Term] [Insert term(s) of service and any changes to receipt/delivery points and/or entitlement and/or quantity, as applicable; repeat as needed.]

[If applicable - Effective beginning (insert date) and ending (insert date; include evergreen provision, if applicable); repeat as needed]

DMDQ: _____ Dth

<u>Receipt Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Receipt Point Entitlement (Dth)</u>	[If applicable - <u>Receipt Pressure (psig)</u>]
-------------------------	---------------------	------------------	--	--

Total Receipt Point Entitlement: _____ Dth

Notes:

Notwithstanding such Receipt Point Entitlements listed above, the total DMDQ to be received on a firm basis from all Primary Receipt Points will not exceed _____ Dth/d at any time.

Page ___ of ___

EXHIBIT "A" (Continued)

The following paragraph is applicable if the PG&E Line 300, Freemont Peak, Receipt Point is designated:

Transporter's obligation to receive quantities at the Line 300 Primary Receipt Point on a firm basis is subject to and conditioned upon PG&E's maintenance of delivery pressure at the Line 300 Receipt Point at levels that permit delivery of such quantities into the High Desert Lateral at the pressures existing in the High Desert Lateral from time to time. Subject to its obligations to maintain deliveries at the High Desert Generating Facility at not less than the minimum guaranteed pressure specified on contracts for service to that facility, Transporter will regulate the pressure on the High Desert Lateral 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 nominated quantity, up to the applicable Receipt Point Entitlements. Notwithstanding the foregoing, Transporter reserves the right to operate the High Desert Lateral 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 High Desert Lateral 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 High Desert Lateral, as modified from time to time, can be maintained at such regulated pressure. Nothing will preclude Transporter from installing additional Receipt or Delivery Points on the High Desert Lateral or from providing firm service to other Shippers.

EXHIBIT "A" (Continued)

<u>Delivery Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Delivery Point Entitlement (Dth)</u>	[If applicable - <u>Delivery Pressure (psig)</u>]
--------------------------	---------------------	------------------	---	--

Total Delivery Point Entitlement: _____ Dth

Notes:

Notwithstanding such Delivery Point Entitlements listed above, the total DMDQ to be delivered on a firm basis at all Primary Delivery Points will not exceed _____ Dth/d at any time.

The following paragraph is applicable if the PG&E Line 300, Freemont Peak, Delivery Point is designated:

Transporter's obligation to deliver quantities at the Line 300 Primary 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 High Desert Lateral into Line 300 at the pressures existing in the High Desert Lateral from time to time. Subject to its obligations to maintain deliveries at the High Desert Generating Facility at not less than the pressure specified on contracts for service to that facility, Transporter will operate the High Desert Lateral (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 nominated quantities up to the applicable Delivery Point Requirements. Notwithstanding the foregoing, Transporter reserves the right to operate the High Desert Lateral at such pressures as are consistent with its obligation to maintain delivery pressures at the High Desert Generating Facility at not less than the minimum guaranteed pressure specified on contracts for service to that facility 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 High Desert Lateral 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 High Desert Lateral, as modified from time to time, can be maintained. Nothing will preclude Transporter from installing additional Receipt or Delivery Points on the High Desert Lateral or from providing firm service to other Shippers.

(Placement on page, number of pages, format, capitalization and font may vary)

(To be used if applicable)

EXHIBIT "B"

[If applicable - TO AMENDMENT] TO [if applicable – ((RESTATED) or (AMENDED AND RESTATED))]
FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "B": _____, _____

[If applicable - Effective beginning (insert date) and ending (insert date; include evergreen provision, if applicable);;
repeat as needed]

[Insert rate provisions]

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) OR (AMENDED AND RESTATED))]
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRI-L1

CONTRACT NO. _____

THIS [if applicable – ((RESTATED or (AMENDED AND RESTATED)))] INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT (“Agreement”) [if applicable, insert: , which was originally executed on (insert original contract execution date),] is made and entered into this ____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper.”)

[If applicable –This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or provision(s) being superseded]

[Insert applicable WHEREAS clauses for background purposes – not to include binding consideration]

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

ARTICLE I - GAS TO BE TRANSPORTED

- 1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive from Shipper at any Receipt Point connected to the High Desert Lateral where capacity is available and to transport and deliver Thermally Equivalent Quantities of Natural Gas to Shipper at any Delivery Point connected to the High Desert Lateral where capacity is available, exclusive of Quantities required for fuel used and lost and unaccounted-for Gas. The maximum quantity available for service hereunder may change from time to time and will be set forth on an Exhibit “A,” to be effective as specified therein.
- 1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis pursuant to the General Terms and Conditions of Transporter's FERC-approved tariff, as revised from time to time (“Transporter’s Tariff”).

Page ____ of ____

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 Transporter's Rate Schedule KRI-L1 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 subject to the parties' understanding and agreement that in accordance with Transporter's effective Rate Schedule KRI-L1, Transporter may change the rates from time to time in accordance with the Natural Gas Act.
- 2.3 Transporter and Shipper may agree to set forth the rates for Shipper's service hereunder on an Exhibit "A," which shall be effective as set forth therein.

ARTICLE III - TERM OF AGREEMENT

- 3.1 [Insert term of agreement; term may include extension rights such as an evergreen or rollover provision and related termination provisions, if applicable]
- 3.2 In the event of termination by either party, this Agreement shall continue as necessary so that the parties may resolve any remaining imbalances.

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 Natural Gas Act (“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, and 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 [insert applicable date and/or contract reference].
- [If applicable--
- 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 ____ day of [insert month and year].

[Insert signature blocks]

(Placement on page, number of pages, format, capitalization and font may vary)

EXHIBIT "A"

TO [if applicable – ((RESTATED) or (AMENDED AND RESTATED))] INTERRUPTIBLE TRANSPORTATION
SERVICE
AGREEMENT
RATE SCHEDULE KRI-L1

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date and Time of this Exhibit "A": _____

[Insert applicable dates, quantities and transportation rate below, using as many lines as needed.]

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Quantity</u> <u>(Dth/Day)</u>	<u>Maximum Rate</u> <u>or Fixed Rate</u> <u>(\$/Dth),</u> <u>if applicable</u>	<u>Index Rate</u> <u>Spread</u> <u>Adjustment,*</u> <u>if applicable</u>	<u>Index Percentage</u> <u>Spread</u> <u>Adjustment,*</u> <u>if applicable</u>
-----------------------------	---------------------------	-------------------------------------	---	---	---

[*Insert rate formula, if applicable.]

[Insert additional rate provisions, if applicable.]

[Insert, if applicable: The transportation rate set forth above applies to transportation under this Agreement from all receipt points on the High Desert Lateral to all delivery points on the High Desert Lateral.]

[Insert, if applicable: The transportation rate set forth above applies only to transportation under this Agreement using the points listed below. Transportation using points not listed below must be nominated under a separate transportation service agreement.

<u>Meter</u> <u>Name(s)</u>	<u>Meter</u> <u>Number(s)</u>	<u>Meter</u> <u>Type]</u>
--------------------------------	----------------------------------	------------------------------

In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Transporter's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to herein are or become greater than the maximum rate or less than the minimum rate under Transporter's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Transporter will immediately decrease the rate(s) herein to the maximum rate or increase the rate(s) herein to the minimum rate, as applicable.

[If applicable - This Exhibit "A" supersedes and replaces any previous Exhibit "A" for service on the same date(s).]

[Insert signature blocks]

Page ___ of ___

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – RESTATEMENT OF]
PARK AND LOAN SERVICE AGREEMENT
Rate Schedule PAL

CONTRACT NO. _____

THIS [if applicable – RESTATED] PARK AND LOAN SERVICE AGREEMENT (“Agreement”) [if applicable, insert: , which was originally executed on (insert original contract execution date),] is made and entered into this _____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper.”)

WHEREAS, Shipper desires Park and/or Loan (“PAL”) service from Transporter in accordance with Transporter’s Rate Schedule PAL, on file with the FERC, as amended from time to time; and

WHEREAS, Transporter is willing to render such PAL service when capacity is available;

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

ARTICLE I - MAXIMUM PARK AND/OR LOAN QUANTITIES

- 1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to park and/or loan Natural Gas for Shipper at the PAL Point, up to the Maximum Park Quantity or the Maximum Loan Quantity set forth on Exhibit “A” hereto.

ARTICLE II - APPLICABLE RATE SCHEDULE

- 2.1 Shipper agrees to pay Transporter for all PAL service rendered under the terms of this Agreement in accordance with Transporter's Rate Schedule PAL of Transporter’s FERC-approved tariff, as revised from time to time (“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 PAL service are subject to the parties' understanding and agreement that in accordance with Transporter’s effective Rate Schedule PAL, Transporter may change the rates from time to time in accordance with the Natural Gas Act and applicable regulations thereunder.
- 2.3 In order to effectuate a transaction hereunder, Transporter and Shipper shall enter into an agreement in the form set forth as Exhibit “A” hereto, which shall be effective as set forth therein.

Page ____ of ____

ARTICLE III - TERM OF AGREEMENT

- 3.1 [Insert term of agreement; term may include extension rights such as an evergreen or rollover provision and related termination provisions, if applicable]
- 3.2 In the event of termination by either party, this Agreement shall continue as necessary so that the parties may resolve any remaining balances.

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 Natural Gas Act (“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, and 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.

[If applicable--

- 4.3 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 ____ day of [insert month and year].

[Insert signature blocks]

(Placement on page, number of pages, format, capitalization and font may vary)

EXHIBIT "A"

AMENDMENT TO [if applicable – RESTATED] PARK AND LOAN SERVICE AGREEMENT

PARK AND LOAN SERVICE REQUEST FORM

FAX DISCOUNT REQUEST TO: _____

RATE EFFECTIVE DATE: _____

DISCOUNT CODE: _____

SHIPPER CONTRACT NO.: _____

SHIPPER NAME: _____

SHIPPER REPRESENTATIVE: _____

SHIPPER ADDRESS: _____

SHIPPER PHONE: _____

SHIPPER FACSIMILE: _____

[Insert park or loan designation, quantity, Shipper's requested rate, rate approved by Transporter and, if applicable, economic justification, repayment schedule]

Note: Kern River reserves the right to reject any request that is incomplete or contains incorrect information. Kern River reserves the right to reject any discount request.

In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Kern River's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to herein are or become greater than the maximum rate or less than the minimum rate under Kern River's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Kern River will immediately decrease the rate(s) herein to the maximum rate or increase the rate(s) herein to the minimum rate.

SHIPPER SIGNATURE: _____ DATED: _____

[circle as applicable] Accepted/Rejected by Kern River:

KERN RIVER SIGNATURE: _____ DATED: _____

[Use as applicable for service under any authorized rate schedule]

(Placement on page, number of pages, format, capitalization and font may vary)

AMENDMENT TO [insert name of base agreement]
Rate Schedule _____

CONTRACT NO. _____

THIS AMENDMENT (“Amendment”) is made and entered into as of this _____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper”).

[Insert applicable WHEREAS clauses for background purposes – not to include binding consideration]

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

[Applicable paragraphs not necessarily in this order]

1. [If applicable – This Amendment supersedes [insert (as of effective date) or (for the period of [insert amendment end date])] [identify amendment(s) or agreement(s) or provision(s) or state that all amendments and/or agreements are being superseded.]
2. [If applicable – Effective _____, _____] The Agreement is amended as follows:
 - a. [If applicable] (Information related to changes in quantities, term and receipt and/or delivery points.) (Insert description of items that are changed) shall be set forth on Exhibit “__” attached hereto.
 - b. [If applicable] Shipper’s rate for service shall be as set forth on Exhibit “__” attached hereto.
 - c. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Transporter’s FERC Gas Tariff, as revised from time to time. In the event the rates agreed to herein are or become greater than the maximum rate or less than the minimum rate under Transporter’s FERC Gas Tariff, as revised from time to time, then Shipper agrees that Transporter will immediately decrease the rate(s) herein to the maximum rate or increase the rate(s) herein to the minimum rate.

(Insert page number.)

- d. [If applicable] (Delete any non-conforming provision of Agreement and/or add language from any of the following to the Agreement: KRF-1 rate schedule or KRF-1 pro forma, KRF-L1 rate schedule or KRF-L1 pro forma, KRF-PK rate schedule or KRF-PK pro forma, or the General Terms and Conditions of Transporter’s Tariff, either by setting forth the language here or incorporating an attachment, or by incorporating the provision by reference.)
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.

[Insert signature blocks]

[If applicable – attach Exhibits “A” and/or “B” included as part of the Rate Schedule KRF-1, KRF-L1, KRF-PK, KRI-1, KRI-L1 or PAL pro formas; and/or to incorporate Tariff language, use the pro forma Attachment.]

(Insert page number.)

[Use as applicable]

(Placement on page, number of pages, format, capitalization and font may vary)

Attachment “ ___ ”

AMENDMENT TO [insert name of base agreement]

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Attachment “ ___ ”: _____, _____

[Use this pro forma attachment only to set forth language to be incorporated from KRF-1 rate schedule or KRF-1 pro forma, KRF-L1 rate schedule or KRF-L1 pro forma or from General Terms and Conditions of Tariff and provide applicable reference.]

(Insert page number.)

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) or (AMENDED AND RESTATED))]
FIRM PEAKING TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-PK

CONTRACT NO. _____

THIS [if applicable – ((RESTATED) or (AMENDED AND RESTATED))] FIRM PEAKING TRANSPORTATION SERVICE AGREEMENT (“Agreement”) [if applicable, insert: , which was originally executed on (insert original contract execution date),] is made and entered into as of this ___ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper.”)

[If applicable –This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or provision(s) being superseded.]

[Insert applicable WHEREAS clauses for background purposes – not to include binding consideration]

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 ___ 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.

Page ___ of ___

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-PK 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-PK, subject to the parties’ understanding and agreement that Transporter may change the rates from time to time in accordance with the Natural Gas Act. [If applicable – add any information necessary to properly identify the applicable rate.] [If applicable – Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a [(discounted) or (negotiated)] rate for the capacity under this Agreement, as set forth on Exhibit “B.”] or
- [If applicable – Shipper has acquired its capacity via capacity release. Shipper’s reservation rate for Transportation service is the rate Shipper bid for the capacity, as set forth on Exhibit “B.” Shipper’s usage rate is the applicable maximum rate for incremental rate service, as such rate may change from time to time in accordance with the Natural Gas Act. [Also add, if applicable – Special terms and conditions included in Releasing Shipper’s Offer to Release are set forth on Exhibit “C.”]
- 2.3 Notwithstanding Section 5.5 of the General Terms and Conditions of Transporter’s Tariff, and subject to any negotiated credit set forth in this transportation service agreement; or, if there is no individually negotiated provision, subject to any Reservation Charge Adjustments applicable pursuant to Section 8 of Rate Schedule KRF-PK, 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 [Insert term of agreement, including any contingencies, such as completion of construction or board or governmental approval; term may include extension rights such as an evergreen, rollover or right-of-first-refusal provision and related termination provision, if applicable.]

(Insert page number.)

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) or (AMENDED AND RESTATED))]
[If applicable – ((PERIOD TWO) or (ALTERNATE PERIOD TWO))] FIRM TRANSPORTATION SERVICE
AGREEMENT
Rate Schedule KRF-1

CONTRACT NO. _____

THIS [if applicable – ((RESTATED) or (AMENDED AND RESTATED))] [if applicable – ((PERIOD TWO) or (ALTERNATE PERIOD TWO))] FIRM TRANSPORTATION SERVICE AGREEMENT (“Agreement”) [if applicable, insert: , which was originally executed on (insert original contract execution date),] is made and entered into as of this _____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper.”) ~~and supersedes all previous versions of this Agreement, if any.~~

[If applicable – This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or provision(s) being superseded.]

[Insert applicable WHEREAS clauses for background purposes — not to include binding consideration]

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 [(____ Dth per day.) or (set forth on Exhibit “A.”)]
- 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) or (incremental rate service related to the {insert name of project})], 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.

Page ___ of ___

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 [If applicable - Shipper's rates for Transportation service will be in accordance with Transporter's effective Rate Schedule KRF-1 for [(maximum recourse) or (10-year) or (15-year) or (insert term)] [(rolled-in rate service) or (incremental rate service related to the {insert name of project})], 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").] [If applicable – add any information necessary to properly identify the applicable rate.] [If applicable – Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a [(discounted) or (negotiated)] rate for ~~all or a portion of~~ the capacity under this Agreement, as set forth on Exhibit "B."] or

[If applicable - Shipper's rates for Transportation service will be the [(((10-year) or (15-year)) (Period Two Rates) or (Period Two Insulated Rates))] or [Alternate Period Two Rates] applicable to former Period One [(10-year) or (15-year)] [(rolled-in rate, {original system} or {2002 Expansion Project} shippers) or [(incremental rate, {insert name of project} shippers)]], 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").] [If applicable – add any information necessary to properly identify the applicable rate.] [If applicable – Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a [(discounted) or (negotiated)] rate for ~~all or a portion of~~ the capacity under this Agreement, as set forth on Exhibit "B."] or

[If applicable - Shipper has acquired its capacity via capacity release. Shipper's reservation rate for Transportation service is the rate Shipper bid for the capacity, as set forth on Exhibit "B." Shipper's usage rate is the applicable maximum rate for [(rolled-in rate service) or (incremental rate service related to the {insert name of project})], as such rate may change from time to time in accordance with the Natural Gas Act ("NGA").] [Also add, if applicable - Special terms and conditions included in Releasing Shipper's Offer to Release are set forth on Exhibit "C."] or

[If applicable (to be used when a Shipper segments a contract into two separate contracts and retains both contracts for its own use) - Shipper's reservation rate is \$0.000/Dth for the total DMDQ under this Agreement. Shipper's usage rate is the maximum rate for [(rolled-in rate service) or (incremental rate service related to the {insert name of project})], as such rate may change 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 negotiated credit set forth in this transportation service agreement) or (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.

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) or (AMENDED AND RESTATED))]
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRI-1

CONTRACT NO. _____

THIS [if applicable – ((RESTATED) or (AMENDED AND RESTATED))]
TRANSPORTATION SERVICE AGREEMENT (“Agreement”) [if applicable, insert: , which was originally
executed on (insert original contract execution date,)] is made and entered into as of this ____ day of [insert month
and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and
_____ (“Shipper”); ~~and supersedes all previous versions of this Agreement, if any.~~

~~[If applicable – This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or
provision(s) being superseded.]~~

[Insert applicable WHEREAS clauses for background purposes -- not to include binding consideration]

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

ARTICLE I - GAS TO BE TRANSPORTED

- 1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive from Shipper at any
Receipt Point on Transporter’s mainline system where capacity is available and to transport and deliver
Thermally Equivalent Quantities of Natural Gas to Shipper at any Delivery Point on Transporter’s mainline
system where capacity is available, exclusive of Quantities required for fuel used and lost and unaccounted-
for Gas. The maximum quantity available for service hereunder may change from time to time and will be
set forth on an Exhibit “A,” to be effective as specified therein.
- 1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis
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.

Page ___ of ___

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 KRI-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 subject to the parties' understanding and agreement that in accordance with Transporter's effective Rate Schedule KRI-1, Transporter may change the rates from time to time in accordance with the Natural Gas Act ("NGA").
- 2.3 Transporter and Shipper may agree to set forth the rates for Shipper's service hereunder on an Exhibit "A," which shall be effective as set forth therein.

ARTICLE III - TERM OF AGREEMENT

- 3.1 [Insert term of agreement; term may include extension rights such as an evergreen or rollover provision and related termination provisions, if applicable]
- 3.2 In the event of termination by either party, this Agreement shall continue as necessary so that the parties may resolve any remaining imbalances.

(Placement on page, number of pages, format, capitalization and font may vary)

EXHIBIT “A”

TO [if applicable – ((RESTATED) OR (AMENDED AND RESTATED))]
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE KRI-1

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date and Time of this Exhibit “A”: _____

[Insert applicable dates, quantities and transportation rate below, using as many lines as needed.]

<u>Begin Date</u>	<u>End Date</u>	<u>Quantity (Dth/Day)</u>	<u>Maximum Rate or Fixed Rate (\$/Dth), if applicable</u>	<u>Index Rate Spread Adjustment,* if applicable</u>	<u>Index Percentage Spread Adjustment,* if applicable</u>
-------------------	-----------------	---------------------------	---	---	---

[*Insert rate formula, if applicable.]

[Insert additional rate provisions, if applicable.]

[Insert, if applicable: The transportation rate set forth above applies to transportation under this Agreement from all receipt points to all delivery points on Transporter’s mainline system.]

[Insert, if applicable: The transportation rate set forth above applies only to transportation under this Agreement using the points listed below. Transportation using points not listed below must be nominated under a separate transportation service agreement.

<u>Meter Name(s)</u>	<u>Meter Number(s)</u>	<u>Meter Type]</u>
----------------------	------------------------	--------------------

In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Transporter’s FERC Gas Tariff, as revised from time to time. In the event the rates agreed to herein are or become greater than the maximum rate or less than the minimum rate under Transporter’s FERC Gas Tariff, as revised from time to time, then Shipper agrees that Transporter will immediately decrease the rate(s) herein to the maximum rate or increase the rate(s) herein to the minimum rate, as applicable.

[If applicable, This Exhibit “A” supersedes and replaces any previous Exhibit “A” for service on the same date(s).]

[Insert signature blocks]

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) or (AMENDED AND RESTATED))]
FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-L1

CONTRACT NO. _____

THIS [if applicable – ((RESTATED) or (AMENDED AND RESTATED))] FIRM TRANSPORTATION SERVICE AGREEMENT (“Agreement”) [if applicable, insert:, which was originally executed on (insert original contract execution date),] is made and entered into this _____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper”); ~~and supersedes all previous versions of this Agreement, if any.~~

[If applicable – This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or provision(s) being superseded.]

[Insert applicable WHEREAS clauses for background purposes -- not to include binding consideration]

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

ARTICLE I - GAS TO BE TRANSPORTED

- 1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive from Shipper for Transportation at the Receipt Point(s) specified in Exhibit “A” hereto, as amended from time to time, and to transport and deliver Thermally Equivalent Quantities of Natural Gas to Shipper at the Delivery Point(s) specified in Exhibit “A” hereto, as amended from time to time, 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 [(_____ Dth per day) or (set forth on Exhibit “A)].
- 1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis pursuant to the General Terms and Conditions of Transporter's FERC-approved tariff, as revised from time to time (“Transporter's Tariff”).

Page ___ of ___

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-L1 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 [If applicable - Shipper's rates for Transportation service will be in accordance with Transporter's effective Rate Schedule KRF-L1, subject to the parties' understanding and agreement that Transporter may change the rates from time to time in accordance with the Natural Gas Act. [If applicable – Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a [(discounted) or (negotiated)] rate for ~~all or a portion of~~ the capacity under this Agreement, as set forth on Exhibit "B."]
- [If applicable - Shipper has acquired its capacity via capacity release. Shipper's reservation rate for Transportation service is the rate Shipper bid for the capacity, as set forth on Exhibit "B."] [Also add, if applicable - Special terms and conditions included in Releasing Shipper's Offer to Release are set forth on Exhibit "C."]
- 2.3 Notwithstanding Section 5.5 of the General Terms and Conditions, and subject to any negotiated credit, 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. Shipper 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 [Insert term of agreement, including any contingencies, such as completion of construction or board or governmental approval; term may include extension rights such as an evergreen, rollover or right-of-first refusal provision and related termination provisions, if applicable.]

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 Natural Gas Act ("~~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 [insert applicable date and/or contract reference].

[If applicable--

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 _____ day of [insert month and year].

[Insert signature blocks]

(Placement on page, number of pages, format, capitalization and font may vary)

EXHIBIT "A"

[If applicable - TO AMENDMENT] TO [if applicable – ((RESTATED) or (AMENDED AND RESTATED))]
FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": _____, _____

[Term] [Insert term(s) of service and any changes to receipt/delivery points and/or entitlement and/or quantity, as applicable; repeat as needed.]

[If applicable - Effective beginning (insert date) and ending (insert date; include evergreen provision, if applicable);; repeat as needed]

DMDQ: _____ Dth

<u>Receipt Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Receipt Point Entitlement (Dth)</u>	[If applicable - <u>Receipt Pressure (psig)</u>]
-------------------------	---------------------	------------------	--	--

Total Receipt Point Entitlement: _____ Dth

Notes:

Notwithstanding such Receipt Point Entitlements listed above, the total DMDQ to be received on a firm basis from all Primary Receipt Points will not exceed _____ Dth/d at any time.

Page ___ of ___

EXHIBIT "A" (Continued)

The following paragraph is applicable if the PG&E Line 300, Freemont Peak, Receipt Point is designated:

Transporter's obligation to receive quantities at the Line 300 Primary Receipt Point on a firm basis is subject to and conditioned upon PG&E's maintenance of delivery pressure at the Line 300 Receipt Point at levels that permit delivery of such quantities into the High Desert Lateral at the pressures existing in the High Desert Lateral from time to time. Subject to its obligations to maintain deliveries at the High Desert Generating Facility at not less than the minimum guaranteed pressure specified on contracts for service to that facility, Transporter will regulate the pressure on the High Desert Lateral 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 nominated quantity, up to the applicable Receipt Point Entitlements. Notwithstanding the foregoing, Transporter reserves the right to operate the High Desert Lateral 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 High Desert Lateral 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 High Desert Lateral, as modified from time to time, can be maintained at such regulated pressure. Nothing will preclude Transporter from installing additional Receipt or Delivery Points on the High Desert Lateral or from providing firm service to other Shippers.

EXHIBIT "A" (Continued)

<u>Delivery Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Delivery Point Entitlement (Dth)</u>	[If applicable - <u>Delivery Pressure (psig)</u>]
--------------------------	---------------------	------------------	---	---

Total Delivery Point Entitlement: _____ Dth

Notes:

Notwithstanding such Delivery Point Entitlements listed above, the total DMDQ to be delivered on a firm basis at all Primary Delivery Points will not exceed _____ Dth/d at any time.

The following paragraph is applicable if the PG&E Line 300, Freemont Peak, Delivery Point is designated:

Transporter's obligation to deliver quantities at the Line 300 Primary 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 High Desert Lateral into Line 300 at the pressures existing in the High Desert Lateral from time to time. Subject to its obligations to maintain deliveries at the High Desert Generating Facility at not less than the pressure specified on contracts for service to that facility, Transporter will operate the High Desert Lateral (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 nominated quantities up to the applicable Delivery Point Requirements. Notwithstanding the foregoing, Transporter reserves the right to operate the High Desert Lateral at such pressures as are consistent with its obligation to maintain delivery pressures at the High Desert Generating Facility at not less than the minimum guaranteed pressure specified on contracts for service to that facility 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 High Desert Lateral 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 High Desert Lateral, as modified from time to time, can be maintained. Nothing will preclude Transporter from installing additional Receipt or Delivery Points on the High Desert Lateral or from providing firm service to other Shippers.

(Placement on page, number of pages, format, capitalization and font may vary)

(To be used if applicable)

EXHIBIT "B"

[If applicable - TO AMENDMENT] TO [if applicable – ((RESTATED) or (AMENDED AND RESTATED))]
FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "B": _____, _____

[If applicable - Effective beginning (insert date) and ending (insert date; include evergreen provision, if applicable);;
repeat as needed]

[Insert rate provisions]

Page ___ of ___

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) OR (AMENDED AND RESTATED))]
INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRI-L1

CONTRACT NO. _____

THIS [if applicable – ((RESTATED or (AMENDED AND RESTATED)))] INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT (“~~Agreement~~”) [if applicable, insert: , which was originally executed on (insert original contract execution date),] is made and entered into this ____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“~~Transporter~~”) and _____ (“~~Shipper~~”); ~~and supersedes all previous versions of this Agreement, if any.~~

~~[If applicable – This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or provision(s) being superseded]~~

[Insert applicable WHEREAS clauses for background purposes — not to include binding consideration]

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

ARTICLE I - GAS TO BE TRANSPORTED

- 1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive from Shipper at any Receipt Point connected to the High Desert Lateral where capacity is available and to transport and deliver Thermally Equivalent Quantities of Natural Gas to Shipper at any Delivery Point connected to the High Desert Lateral where capacity is available, exclusive of Quantities required for fuel used and lost and unaccounted-for Gas. The maximum quantity available for service hereunder may change from time to time and will be set forth on an Exhibit “A,” to be effective as specified therein.
- 1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis pursuant to the General Terms and Conditions of Transporter’s FERC-approved tariff, as revised from time to time (“~~Transporter’s Tariff~~”).

Page ___ of ___

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 Transporter's Rate Schedule KRI-L1 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 subject to the parties' understanding and agreement that in accordance with Transporter's effective Rate Schedule KRI-L1, Transporter may change the rates from time to time in accordance with the Natural Gas Act.
- 2.3 Transporter and Shipper may agree to set forth the rates for Shipper's service hereunder on an Exhibit "A," which shall be effective as set forth therein.

ARTICLE III - TERM OF AGREEMENT

- 3.1 [Insert term of agreement; term may include extension rights such as an evergreen or rollover provision and related termination provisions, if applicable]
- 3.2 In the event of termination by either party, this Agreement shall continue as necessary so that the parties may resolve any remaining imbalances.

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 Natural Gas Act (“~~N~~GA”) 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, and 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 [insert applicable date and/or contract reference].
- [If applicable--
- 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 ____ day of [insert month and year].

[Insert signature blocks]

(Placement on page, number of pages, format, capitalization and font may vary)

EXHIBIT “A”

TO [if applicable – ((RESTATED) or (AMENDED AND RESTATED))] INTERRUPTIBLE TRANSPORTATION
SERVICE
AGREEMENT
RATE SCHEDULE KRI-L1

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date and Time of this Exhibit “A”: _____

[Insert applicable dates, quantities and transportation rate below, using as many lines as needed.]

<u>Begin Date</u>	<u>End Date</u>	<u>Quantity (Dth/Day)</u>	<u>Maximum Rate or Fixed Rate (\$/Dth), if applicable</u>	<u>Index Rate Spread Adjustment,* if applicable</u>	<u>Index Percentage Spread Adjustment,* if applicable</u>
-------------------	-----------------	---------------------------	---	---	---

[*Insert rate formula, if applicable.]

[Insert additional rate provisions, if applicable.]

[Insert, if applicable: The transportation rate set forth above applies to transportation under this Agreement from all receipt points on the High Desert Lateral to all delivery points on the High Desert Lateral.]

[Insert, if applicable: The transportation rate set forth above applies only to transportation under this Agreement using the points listed below. Transportation using points not listed below must be nominated under a separate transportation service agreement.

<u>Meter Name(s)</u>	<u>Meter Number(s)</u>	<u>Meter Type]</u>
----------------------	------------------------	--------------------

In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Transporter’s FERC Gas Tariff, as revised from time to time. In the event the rates agreed to herein are or become greater than the maximum rate or less than the minimum rate under Transporter’s FERC Gas Tariff, as revised from time to time, then Shipper agrees that Transporter will immediately decrease the rate(s) herein to the maximum rate or increase the rate(s) herein to the minimum rate, as applicable.

[If applicable - This Exhibit “A” supersedes and replaces any previous Exhibit “A” for service on the same date(s).]

[Insert signature blocks]

Page ___ of ___

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – RESTATEMENT OF]
PARK AND LOAN SERVICE AGREEMENT
Rate Schedule PAL

CONTRACT NO. _____

THIS [if applicable – RESTATED] PARK AND LOAN SERVICE AGREEMENT (“Agreement”) [if applicable, insert: , which was originally executed on (insert original contract execution date),] is made and entered into this _____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper”); ~~and supersedes all previous versions of this Agreement, if any.~~

WHEREAS, Shipper desires Park and/or Loan (“PAL”) service from Transporter in accordance with Transporter’s Rate Schedule PAL, on file with the FERC, as amended from time to time; and

WHEREAS, Transporter is willing to render such PAL service when capacity is available;

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

ARTICLE I - MAXIMUM PARK AND/OR LOAN QUANTITIES

1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to park and/or loan Natural Gas for Shipper at the PAL Point, up to the Maximum Park Quantity or the Maximum Loan Quantity set forth on Exhibit “A” hereto.

ARTICLE II - APPLICABLE RATE SCHEDULE

2.1 Shipper agrees to pay Transporter for all PAL service rendered under the terms of this Agreement in accordance with Transporter's Rate Schedule PAL of Transporter’s FERC-approved tariff, as revised from time to time (“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 PAL service are subject to the parties' understanding and agreement that in accordance with Transporter’s effective Rate Schedule PAL, Transporter may change the rates from time to time in accordance with the Natural Gas Act and applicable regulations thereunder.

2.3 In order to effectuate a transaction hereunder, Transporter and Shipper shall enter into an agreement in the form set forth as Exhibit “A” hereto, which shall be effective as set forth therein.

ARTICLE III - TERM OF AGREEMENT

- 3.1 [Insert term of agreement; term may include extension rights such as an evergreen or rollover provision and related termination provisions, if applicable]
- 3.2 In the event of termination by either party, this Agreement shall continue as necessary so that the parties may resolve any remaining balances.

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 Natural Gas Act (“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, and 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.

[If applicable--

- 4.3 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 ____ day of [insert month and year].

[Insert signature blocks]

(Placement on page, number of pages, format, capitalization and font may vary)

EXHIBIT "A"

AMENDMENT TO [if applicable – RESTATED] PARK AND LOAN SERVICE AGREEMENT

PARK AND LOAN SERVICE REQUEST FORM

FAX DISCOUNT REQUEST TO: _____

RATE EFFECTIVE DATE: _____

DISCOUNT CODE: _____

SHIPPER CONTRACT NO.: _____

SHIPPER NAME: _____

SHIPPER REPRESENTATIVE: _____

SHIPPER ADDRESS: _____

SHIPPER PHONE: _____

SHIPPER FACSIMILE: _____

[Insert park or loan designation, quantity, Shipper's requested rate, rate approved by Transporter and, if applicable, economic justification, repayment schedule]

Note: Kern River reserves the right to reject any request that is incomplete or contains incorrect information. Kern River reserves the right to reject any discount request.

In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Kern River's FERC Gas Tariff, as revised from time to time. In the event the rates agreed to herein are or become greater than the maximum rate or less than the minimum rate under Kern River's FERC Gas Tariff, as revised from time to time, then Shipper agrees that Kern River will immediately decrease the rate(s) herein to the maximum rate or increase the rate(s) herein to the minimum rate.

SHIPPER SIGNATURE: _____ DATED: _____

[circle as applicable] Accepted/Rejected by Kern River:

KERN RIVER SIGNATURE: _____ DATED: _____

[Use as applicable for service under any authorized rate schedule]

(Placement on page, number of pages, format, capitalization and font may vary)

AMENDMENT TO [insert name of base agreement]
Rate Schedule _____

CONTRACT NO. _____

THIS AMENDMENT (“Amendment”) is made and entered into as of this _____ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper”).

[Insert applicable WHEREAS clauses for background purposes — not to include binding consideration]

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

[Applicable paragraphs not necessarily in this order]

1. [If applicable – This Amendment supersedes [insert (as of effective date) or (for the period of [insert amendment end date])] [identify amendment(s) or agreement(s) or provision(s) or state that all amendments and/or agreements are being superseded.]
2. [If applicable – Effective _____, _____] The Agreement is amended as follows:
 - a. [If applicable] (Information related to changes in quantities, term and receipt and/or delivery points.) (Insert description of items that are changed) shall be set forth on Exhibit “ ” attached hereto. ~~Exhibit “ ” shall supersede and replace any previously effective Exhibit(s) “ .”~~
 - b. [If applicable] Shipper’s rate for service shall be as set forth on Exhibit “ ” attached hereto. ~~Exhibit “ ” shall supersede and replace any previously effective Exhibit “ .”~~
 - c. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Transporter’s FERC Gas Tariff, as revised from time to time. In the event the rates agreed to herein are or become greater than the maximum rate or less than the minimum rate under Transporter’s FERC Gas Tariff, as revised from time to time, then Shipper agrees that Transporter will immediately decrease the rate(s) herein to the maximum rate or increase the rate(s) herein to the minimum rate.

(Insert page number.)

- d. [If applicable] (Delete any non-conforming provision of Agreement and/or add language from any of the following to the Agreement: KRF-1 rate schedule or KRF-1 pro forma, KRF-L1 rate schedule or KRF-L1 pro forma, KRF-PK rate schedule or KRF-PK pro forma, or the General Terms and Conditions of Transporter’s Tariff, either by setting forth the language here or incorporating an attachment, or by incorporating the provision by reference.)
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.

[Insert signature blocks]

[If applicable – attach Exhibits “A” and/or “B” included as part of the Rate Schedule KRF-1, KRF-L1, KRF-PK, KRI-1, KRI-L1 or PAL pro formas; and/or to incorporate Tariff language, use the pro forma Attachment.]

(Insert page number.)

[Use as applicable]

(Placement on page, number of pages, format, capitalization and font may vary)

Attachment " "

AMENDMENT TO [insert name of base agreement]

CONTRACT NO. _____

BETWEEN

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Attachment " ": _____, _____

[Use this pro forma attachment only to set forth language to be incorporated from KRF-1 rate schedule or KRF-1 pro forma, KRF-L1 rate schedule or KRF-L1 pro forma or from General Terms and Conditions of Tariff and provide applicable reference.]

(Insert page number.)

(Placement on page, number of pages, format, capitalization and font may vary)

[If applicable – ((RESTATED) or (AMENDED AND RESTATED))]
FIRM PEAKING TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-PK

CONTRACT NO. _____

THIS [if applicable – ((RESTATED) or (AMENDED AND RESTATED))]
FIRM PEAKING TRANSPORTATION SERVICE AGREEMENT (“Agreement”) [if applicable, insert: , which was originally executed on (insert original contract execution date),] is made and entered into as of this ___ day of [insert month and year] by and between KERN RIVER GAS TRANSMISSION COMPANY (“Transporter”) and _____ (“Shipper.”), ~~and supersedes all previous versions of this Agreement, if any.~~

[If applicable – This Agreement supersedes as of [insert effective date] [identify amendment(s) or agreement(s) or provision(s) being superseded.]

[Insert applicable WHEREAS clauses for background purposes – not to include binding consideration]

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 ___ 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.

Page ___ of ___

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-PK 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-PK, subject to the parties’ understanding and agreement that Transporter may change the rates from time to time in accordance with the Natural Gas Act. [If applicable – add any information necessary to properly identify the applicable rate.] [If applicable – Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a [(discounted) or (negotiated)] rate for ~~all or a portion of~~ the capacity under this Agreement, as set forth on Exhibit “B.”] or
- [If applicable – Shipper has acquired its capacity via capacity release. Shipper’s reservation rate for Transportation service is the rate Shipper bid for the capacity, as set forth on Exhibit “B.” Shipper’s usage rate is the applicable maximum rate for incremental rate service, as such rate may change from time to time in accordance with the Natural Gas Act. [Also add, if applicable – Special terms and conditions included in Releasing Shipper’s Offer to Release are set forth on Exhibit “C.”]
- 2.3 Notwithstanding Section 5.5 of the General Terms and Conditions of Transporter’s Tariff, and subject to any negotiated credit set forth in this transportation service agreement; or, if there is no individually negotiated provision, subject to any Reservation Charge Adjustments applicable pursuant to Section 8 of Rate Schedule KRF-PK, 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 [Insert term of agreement, including any contingencies, such as completion of construction or board or governmental approval; term may include extension rights such as an evergreen, rollover or right-of-first-refusal provision and related termination provision, if applicable.]

(Insert page number.)