



August 29, 2025

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

Re: Kern River Gas Transmission Company
Docket No. RP25-_____
Non-Conforming Transportation Service Agreement Replacement

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 sheet as part of its FERC Gas Tariff, Original Volume No. 1A ("Tariff"), to be effective October 1, 2025:

Original Volume No. 1A
Section 1, Version 29.0.0
Section 2.24, Version 4.0.0

Purpose

The purpose of this filing is to replace a non-conforming transportation service agreement ("TSA") with Aera Energy LLC ("Aera") currently included in Kern River's Tariff with a new TSA with CRC Marketing Inc ("CRC")

Statement of Nature, Reasons and Basis for the Filing

As a result of the CRC Marketing Inc. ("CRC") acquisition of Aera Energy LLC ("Aera"), on March 17, 2025, CRC entered into a prearranged permanent capacity release transaction with Aera to acquire the capacity held by Aera under Contract No. 20007. Contract No. 20007 contained a non-conforming provision that provides for receipt and delivery point entitlements that exceed the Demand Maximum Daily Quantity ("DMDQ") under the TSA. Contract No. 20007 was accepted as non-conforming by the Commission in Docket No. RP17-745.¹

¹ See *Kern River Gas Transmission Company*, letter order issued May 31, 2017, in Docket No. RP17-745 (2017).

Kern River seeks Commission authorization to update Sections 1 and 2.24 of the Tariff to replace the TSA with Aera, Contract No. 20007 with the new TSA with CRC, Contract No. 20045. Exhibit “A” of Contract No. 20045 reflects the same DMDQ and the same non-conforming receipt and delivery point entitlements as those currently set forth in Exhibit A of Contract No. 20007 included in Kern River’s Tariff.

Waivers

Inasmuch as the non-conforming provision included in Contract No. 20045 remains unchanged from that previously accepted by the Commission, Kern River respectfully requests that the Commission grant any and all waivers of its Regulations that it deems necessary to allow the tariff sheets to become effective on October 1, 2025.

Motion

In accordance with Sections 154.7(a)(9) and 154.206(c) of the Commission’s Regulations, Kern River hereby moves to place the tariff sheets referenced herein in effect as of the end of any suspension period ordered by the Commission.

Materials Submitted

This filing comprises an eTariff.xml filing package containing:

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

Posting

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

Communications

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

Luis Valdivia
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

Reef Pace
Senior Attorney
Kern River Gas Transmission Company
2755 East Cottonwood Parkway
Salt Lake City, Utah 84121
(801) 937-6068
reef.pace@kernrivergas.com

Hon. Debbie-Anne Reese
August 29, 2025
Page 3 of 3

Respectfully submitted,

KERN RIVER GAS TRANSMISSION COMPANY

/s/ Luis Valdivia

Luis Valdivia
Director, Regulatory Policy and Rates

PART I.

TABLE OF CONTENTS

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

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

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

- 2.23 Alternate Period Two Firm Transportation Service Agreement with Shell Energy North America (US), L.P. Dated April 17, 2017, Contract No. 20006
- 2.24 Alternate Period Two Firm Permanent Capacity Release Transportation Service Agreement with CRC Marketing Inc., Dated August 20, 2025, Contract No. 20045
- 2.25 Reserved
- 2.26 Alternate Period Two Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated April 19, 2017, Contract No. 20012
 - 2.26.1 Reserved
- 2.27 Alternate Period Two Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated April 19, 2017, Contract No. 20013
 - 2.27.1 Reserved
- 2.28 Reserved
 - 2.28.1 Reserved
- 2.29 Restated Transportation Service Agreement with High Desert Power Project, LLC Dated May 23, 2012, Contract No. 2002
 - 2.29.1 Facilities Agreement with High Desert Power Project, LLC (assignee of Victorville-Gas, LLC) Dated June 12, 2001
 - 2.29.2 Amendment to Facilities Agreement between Kern River and High Desert Power Project, LLC (assignee of Victorville-Gas, LLC) and Acknowledgment by Constellation Energy Group, Inc. Dated June 5, 2003
 - 2.29.3 Amendment to Restated Transportation Service Agreement with High Desert Power Project, LLC Dated May 1, 2023, Contract No. 2002
 - 2.29.4 Amendment to Restated Transportation Service Agreement with High Desert Power Project, LLC Dated September 1, 2024, Contract No. 2002
- 2.30 Amendment to Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated August 1, 2012, Contract No. 1830
- 2.31 Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated September 21, 2015, Contract No. 20002

- 2.31.1 Amendment to Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated May 14, 2018, Contract No. 20002
- 2.32 Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated March 10, 2017, Contract No. 20025
 - 2.32.1 Amendment to Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated May 14, 2018, Contract No. 20025
- 2.33 Amended and Restated Alternate Period Two Firm Transportation Service Agreement with CRC Marketing, Inc. Dated March 21, 2021, Contract No. 20009
- 2.34 Restated Period Two Firm Transportation Service Agreement with Southwest Gas Corporation Dated April 17, 2017, Contract No. 20018
- 2.35 Amended & Restated Firm Transportation Service Agreement with Intermountain Power Agency Dated October 26, 2020, Contract No. 26999

Section 2.24

Alternate Period Two Firm Permanent Capacity Release Transportation Service
Agreement with

CRC Marketing, Inc.

Contract No. 20045

Dated 08/20/2025

ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-1

CONTRACT NO. 20045

THIS ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT ("Agreement"), is made and entered into as of this 20th day of August, 2025, by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and CRC MARKETING, INC. ("Shipper.")

WHEREAS, Shipper entered into a permanent capacity release transaction with Aera Energy LLC ("Aera"), to acquire 51,750 Dth per day of Alternate Period Two capacity held by Aera under Contract No. 20007, dated April 17, 2017;

WHEREAS the capacity release with Aera was implemented through award No. 20045, and is effective from April 1, 2025 through September 30, 2031;

WHEREAS, Transporter and Shipper have agreed to formalize Award No. 20045 by entering into this Agreement with the form of service agreement applicable to Rate Schedule KRF-1.

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 51,750 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 rolled-in rate service, pursuant to the General Terms and Conditions of Transporter's FERC-approved tariff, as revised from time to time ("Transporter's Tariff"). Backhaul Shippers will reimburse Transporter for system-wide lost and unaccounted-for Gas, but will not reimburse Transporter for compressor fuel.

ARTICLE II - APPLICABLE RATE SCHEDULE

- 2.1 Shipper agrees to pay Transporter for all Natural Gas Transportation service rendered under the terms of this Agreement in accordance with Rate Schedule KRF-1 of Transporter's Tariff. This Agreement will be subject to the provisions of such Rate Schedule and the General Terms and Conditions of Transporter's Tariff, which by this reference are incorporated herein and made a part hereof.

- 2.2 Shipper's rates for Transportation service will be the [Alternate Period Two Rates applicable to former Period One 15-year rolled-in rate, original system 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 \("NGA"\)](#).
- 2.3 Notwithstanding Section 5.5 of the General Terms and Conditions of Transporter's Tariff, and subject to [the Reservation Charge Credit provision in Section 9 of Rate Schedule KRF-1](#), Shipper will make payment of the monthly Reservation Charge pursuant hereto in full irrespective of (but without prejudice to the rights otherwise of Shipper with respect to) any dispute relative to the amount invoiced, and will not be entitled to any abatement of such payment or any set-off against it, including but not limited to, abatement or set-off due or alleged to be due by reason of any past, present or future claims or other rights of Shipper against Transporter or any other person or entity, whether in connection herewith or any unrelated transaction.

ARTICLE III - TERM OF AGREEMENT

- 3.1 This Agreement shall be in effect from [April 1, 2025](#), through [September 30, 2031](#).

[Shipper has elected an Alternate Period 2A term of 15 years, beginning October 1, 2016, and ending September 30, 2031. Pursuant to Section 30 of the General Terms and Conditions of Transporter's Tariff, Shipper may elect to retain its capacity at the expiration of this Agreement for a Period 2B term of 10 years, for a total Alternate Period Two term of 25 years.](#)

ARTICLE IV - MISCELLANEOUS PROVISIONS

- 4.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Transporter's Tariff will be deemed to be a part of this Agreement, nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.
- 4.2 This Agreement shall incorporate and in all respects shall be subject to the General Terms and Conditions and the applicable Rate Schedule(s) set forth in Transporter's Tariff. Transporter may file and seek approval from the FERC under Section 4 of the NGA at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the General Terms and Conditions in Transporter's Tariff. Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any change that becomes effective by operation of law and FERC order, without prejudice to Shipper's right to protest the same.

4.3 The priority of service for this Agreement shall be [October 2, 1989](#).

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 [20th day of August, 2025](#).

"SHIPPER:"

CRC Marketing, Inc.

By: /s/ Cindy Brandon

Name: Cindy Brandon

Title: Manager, Gas Scheduling

"TRANSPORTER:"

KERN RIVER GAS TRANSMISSION COMPANY

By: /s/ John Joosten

Name: John Joosten

Title: Director, Marketing &
Customer Services

EXHIBIT "A"

TO

AMENDED AND RESTATED

ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 20045

BETWEEN

CRC MARKETING, INC.

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": August 20, 2025

Term of service: Beginning April 1, 2025 through September 30, 2031

DMDQ: 51,750 Dth

<u>Receipt Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Receipt Point Entitlement (Dth)</u>
Opal - WFS	014001	Physical	17,500
Carter Creek - Columbia Gulf	014003	Physical	12,000
Painter - North Shore	014005	Physical	51,750

Total Receipt Point Entitlement: 81,250 Dth

<u>Delivery Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Delivery Point Entitlement (Dth)</u>
Daggett - PG&E	024011	Physical	11,250
Wheeler Ridge - SoCal Gas	025011	Physical	8,750
South Midway - Aera	025012	Physical	7,200
North Midway - Aera	025017	Physical	5,300
17Z Shell - Aera	025022	Physical	42,500

Total Delivery Point Entitlement: 75,000 Dth

PART I.

TABLE OF CONTENTS

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

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

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

- 2.23 Alternate Period Two Firm Transportation Service Agreement with Shell Energy North America (US), L.P. Dated April 17, 2017, Contract No. 20006
- 2.24 Alternate Period Two Firm Permanent Capacity Release Transportation Service Agreement with Aera Energy LLC CRC Marketing Inc., Dated April-August 1720, 2025 17, Contract No. 2000720045
- 2.25 Reserved
- 2.26 Alternate Period Two Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated April 19, 2017, Contract No. 20012
 - 2.26.1 Reserved
- 2.27 Alternate Period Two Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated April 19, 2017, Contract No. 20013
 - 2.27.1 Reserved
- 2.28 Reserved
 - 2.28.1 Reserved
- 2.29 Restated Transportation Service Agreement with High Desert Power Project, LLC Dated May 23, 2012, Contract No. 2002
 - 2.29.1 Facilities Agreement with High Desert Power Project, LLC (assignee of Victorville-Gas, LLC) Dated June 12, 2001
 - 2.29.2 Amendment to Facilities Agreement between Kern River and High Desert Power Project, LLC (assignee of Victorville-Gas, LLC) and Acknowledgment by Constellation Energy Group, Inc. Dated June 5, 2003
 - 2.29.3 Amendment to Restated Transportation Service Agreement with High Desert Power Project, LLC Dated May 1, 2023, Contract No. 2002
 - 2.29.4 Amendment to Restated Transportation Service Agreement with High Desert Power Project, LLC Dated September 1, 2024, Contract No. 2002
- 2.30 Amendment to Firm Transportation Service Agreement with Nevada Power Company d/b/a NV Energy Dated August 1, 2012, Contract No. 1830
- 2.31 Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated September 21, 2015, Contract No. 20002

- 2.31.1 Amendment to Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated May 14, 2018, Contract No. 20002
- 2.32 Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated March 10, 2017, Contract No. 20025
 - 2.32.1 Amendment to Period Two Firm Transportation Service Agreement with The Department of Water and Power of the City of Los Angeles Dated May 14, 2018, Contract No. 20025
- 2.33 Amended and Restated Alternate Period Two Firm Transportation Service Agreement with CRC Marketing, Inc. Dated March 21, 2021, Contract No. 20009
- 2.34 Restated Period Two Firm Transportation Service Agreement with Southwest Gas Corporation Dated April 17, 2017, Contract No. 20018
- 2.35 Amended & Restated Firm Transportation Service Agreement with Intermountain Power Agency Dated October 26, 2020, Contract No. 26999

Section 2.24

Alternate Period Two Firm Permanent Capacity Release Transportation Service
Agreement with

~~Aera Energy, LLC~~ CRC Marketing, Inc.

Contract No. ~~20007~~ 20045

Dated ~~04/17/17~~ 08/20/2025

ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-1

CONTRACT NO. 20045

THIS ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT ("Agreement"), is made and entered into as of this 20th day of August, 2025, by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and CRC MARKETING, INC. ("Shipper.")

WHEREAS, Shipper entered into a permanent capacity release transaction with Aera Energy LLC ("Aera"), to acquire 51,750 Dth per day of Alternate Period Two capacity held by Aera under Contract No. 20007, dated April 17, 2017;

WHEREAS the capacity release with Aera was implemented through award No. 20045, and is effective from April 1, 2025 through September 30, 2031;

WHEREAS, Transporter and Shipper have agreed to formalize Award No. 20045 by entering into this Agreement with the form of service agreement applicable to Rate Schedule KRF-1.

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 51,750 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 rolled-in rate service, pursuant to the General Terms and Conditions of Transporter's FERC-approved tariff, as revised from time to time ("Transporter's Tariff"). Backhaul Shippers will reimburse Transporter for system-wide lost and unaccounted-for Gas, but will not reimburse Transporter for compressor fuel.

ARTICLE II - APPLICABLE RATE SCHEDULE

- 2.1 Shipper agrees to pay Transporter for all Natural Gas Transportation service rendered under the terms of this Agreement in accordance with Rate Schedule KRF-1 of Transporter's Tariff. This Agreement will be subject to the provisions of such Rate Schedule and the General Terms and Conditions of Transporter's Tariff, which by this reference are incorporated herein and made a part hereof.

2.2 Shipper's rates for Transportation service will be the Alternate Period Two Rates applicable to former Period One 15-year rolled-in rate, original system 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").

2.3 Notwithstanding Section 5.5 of the General Terms and Conditions of Transporter's Tariff, and subject to the Reservation Charge Credit provision in Section 9 of Rate Schedule KRF-1, Shipper will make payment of the monthly Reservation Charge pursuant hereto in full irrespective of (but without prejudice to the rights otherwise of Shipper with respect to) any dispute relative to the amount invoiced, and will not be entitled to any abatement of such payment or any set-off against it, including but not limited to, abatement or set-off due or alleged to be due by reason of any past, present or future claims or other rights of Shipper against Transporter or any other person or entity, whether in connection herewith or any unrelated transaction.

ARTICLE III - TERM OF AGREEMENT

3.1 This Agreement shall be in effect from April 1, 2025, through September 30, 2031.

Shipper has elected an Alternate Period 2A term of 15 years, beginning October 1, 2016, and ending September 30, 2031. Pursuant to Section 30 of the General Terms and Conditions of Transporter's Tariff, Shipper may elect to retain its capacity at the expiration of this Agreement for a Period 2B term of 10 years, for a total Alternate Period Two term of 25 years.

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Transporter's Tariff will be deemed to be a part of this Agreement, nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

4.2 This Agreement shall incorporate and in all respects shall be subject to the General Terms and Conditions and the applicable Rate Schedule(s) set forth in Transporter's Tariff. Transporter may file and seek approval from the FERC under Section 4 of the NGA at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the General Terms and Conditions in Transporter's Tariff. Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any change that becomes effective by operation of law and FERC order, without prejudice to Shipper's right to protest the same.

4.3 The priority of service for this Agreement shall be October 2, 1989.

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 20th day of August, 2025.

"SHIPPER:"

CRC Marketing, Inc.

By: /s/ Cindy Brandon

Name: Cindy Brandon

Title: Manager, Gas Scheduling

"TRANSPORTER:"

KERN RIVER GAS TRANSMISSION COMPANY

By: /s/ John Joosten

Name: John Joosten

Title: Director, Marketing &
Customer Services

EXHIBIT "A"

TO

AMENDED AND RESTATED

ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 20045

BETWEEN

CRC MARKETING, INC.

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": August 20, 2025

Term of service: Beginning April 1, 2025 through September 30, 2031

DMDQ: 51,750 Dth

			<u>Receipt Point</u>
<u>Receipt</u>	<u>Meter</u>		<u>Entitlement</u>
<u>Point(s)</u>	<u>Number</u>	<u>Loc. Type</u>	<u>(Dth)</u>
Opal - WFS	014001	Physical	17,500
Carter Creek -			
Columbia Gulf	014003	Physical	12,000
Painter - North Shore	014005	Physical	51,750
Total Receipt Point Entitlement:			81,250 Dth

			<u>Delivery Point</u>
<u>Delivery</u>	<u>Meter</u>		<u>Entitlement</u>
<u>Point(s)</u>	<u>Number</u>	<u>Loc. Type</u>	<u>(Dth)</u>
Daggett - PG&E	024011	Physical	11,250
Wheeler Ridge -			
SoCal Gas	025011	Physical	8,750
South Midway - Aera	025012	Physical	7,200
North Midway - Aera	025017	Physical	5,300
17Z Shell - Aera	025022	Physical	42,500
Total Delivery Point Entitlement:			75,000 Dth

~~CONTRACT NO. 20007~~

~~THIS ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT ("Agreement"), which was originally executed on December 22, 2015, is made and entered into as of this 17th day of April, 2017, by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and AERA ENERGY LLC ("Shipper"), and supersedes all previous versions of this Agreement, if any.~~

~~WHEREAS, on December 1, 2016, in Docket No. RP17-248, Transporter submitted to the Commission a petition for approval of a Stipulation and Agreement of Settlement ("Settlement") that provided its eligible Period Two shippers with the option to elect Alternate Period Two Rates or Period Two Insulated Rates;~~

~~WHEREAS, on January 27, 2017 the Commission issued an order approving the Settlement, which became final on February 28, 2017;~~

~~WHEREAS, in accordance with Section 30.2(b) of the General Terms and Conditions of Transporter's Tariff, Shipper submitted a binding request for Alternate Period Two service for its Contract No. 20007 for a Period 2A term of 15 years; and~~

~~WHEREAS, Transporter and Shipper have agreed to restate Contract No. 20007 as an Alternate Period Two Firm Transportation Service Agreement for purposes of reflecting Shipper's election of Alternate Period Two service.~~

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

~~ARTICLE I -- GAS TO BE TRANSPORTED~~

~~1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive, on a firm basis, from Shipper for Transportation at the Receipt Point(s) specified in Exhibit "A" and to transport and deliver Thermally Equivalent Quantities to Shipper at the Delivery Point(s) specified in Exhibit "A," Quantities of Natural Gas, exclusive of Quantities required for fuel used and lost and unaccounted-for Gas, up to Shipper's TMDQ. Shipper's TMDQ is 51,750 Dth per day. Shipper's DMDQ is equal to Shipper's TMDQ.~~

~~1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis at the factors applicable to rolled-in rate service, pursuant to the General Terms and Conditions of Transporter's FERC-approved tariff, as revised from time to time ("Transporter's Tariff"). Backhaul Shippers will reimburse Transporter for system-wide lost and unaccounted-for Gas, but will not reimburse Transporter for compressor fuel.~~

~~ARTICLE II -- APPLICABLE RATE SCHEDULE~~

~~2.1 Shipper agrees to pay Transporter for all Natural Gas Transportation service rendered under the terms of this Agreement in accordance with Rate Schedule KRF-1 of Transporter's Tariff. This Agreement will be subject to the provisions of such Rate Schedule and the General Terms and Conditions of Transporter's Tariff, which by this reference are incorporated herein and made a part hereof.~~

~~2.2 Shipper's rates for Transportation service will be the Alternate Period Two Rates applicable to former Period One 15-year rolled-in rate, original system 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.~~

~~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 any Reservation Charge Adjustments applicable pursuant to Section 9 of Rate Schedule KRF-1, Shipper will make payment of the Monthly Reservation Charge pursuant hereto in full irrespective of (but without prejudice to the rights otherwise of Shipper with respect to) any dispute relative to the amount invoiced, and will not be entitled to any abatement of such payment or any set-off against it, including but not limited to, abatement or set-off due or alleged to be due by reason of any past, present or future claims or other rights of Shipper against Transporter or any other person or entity, whether in connection herewith or any unrelated transaction.~~

~~ARTICLE III - TERM OF AGREEMENT~~

~~3.1 This Agreement shall be in effect from October 1, 2016, through September 30, 2031.~~

~~Shipper has elected an Alternate Period 2A term of 15 years, beginning October 1, 2016 and ending September 30, 2031. Pursuant to Section 30 of the General Terms and Conditions of Transporter's Tariff, Shipper may elect to retain its capacity at the expiration of this Agreement for a Period 2B term of 10 years, for a total Alternate Period Two term of 25 years.~~

~~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 October 2, 1989.~~

~~IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 17th day of April, 2017.~~

~~AERA ENERGY LLC KERN RIVER GAS TRANSMISSION COMPANY~~

~~By: /s/ Christina Sistrunk By: /s/ Preston Miller~~

~~Name: Christina Sistrunk Name: Preston Miller~~

~~Title: President & CEO Title: Director-Marketing & Customer Services~~

EXHIBIT "A"

TO

ALTERNATE PERIOD TWO FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 20007

BETWEEN

AERA ENERGY LLC

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": April 17, 2017

From October 1, 2016 to September 30, 2031 TMDQ: 51,750 Dth

Receipt	Meter	Receipt Point	
Point(s)	Number	Loc. Type	Entitlement (Dth)
Opal-WFS	014001	Physical	17,500
Carter Creek-Columbia Gas	014003	Physical	12,000
Painter-Merit	014005	Physical	51,750

Total Receipt Point Entitlement: 81,250 Dth

Delivery	Meter	Delivery Point	
Point(s)	Number	Loc. Type	Entitlement (Dth)
Daggett-PG&E	024011	Physical	11,250
Wheeler Ridge-SoCal Gas	025011	Physical	8,750
South Midway-Aera	025012	Physical	7,200
North Midway-Aera	025017	Physical	5,300
17Z Shell-Aera	025022	Physical	42,500

Total Delivery Point Entitlement: 75,000 Dth