

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TM      **RRC TARIFF NO:** 22803

**DESCRIPTION:** Transmission Miscellaneous      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 04/01/2009      **RECEIVED DATE:** 11/18/2022

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:** 07/01/2017

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** NEW CURTAILMENT PLAN EFFT SEPTEMBER 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41040	**CONFIDENTIAL**	Y	

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CEIP MS-102	CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC MISCELLANEOUS STORAGE DISPATCHING SERVICE RATE SCHEDULE CEIP MS-102 AVAILABILITY This miscellaneous storage dispatching service rate schedule is available to a Storage Dispatching Service Customer (hereinafter called Customer) at a specific point in the City of Houston, Harris County Texas, where CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called Company) can arrange for the receipt, storage and redelivery of gas using existing facilities of suitable pressure and capacity. APPLICATION This miscellaneous storage dispatching service rate schedule is applicable to natural gas storage dispatching service for a Customer where (i) Company and such Customer execute a contract or an amendment to a contract on or after January 1, 2007; (ii) Customer dispatches in MMBtu per day injections or withdrawals at the interconnection Company's facilities and Kinder Morgan Texas Pierce Junction Storage Meter Station, and (iii) Company does not take title to or own the natural gas so dispatched under this Rate Schedule. NET MONTHLY INJECTION AND WITHDRAWAL RATES The Net Monthly Rate per MMBtu for gas injected by Customer into Company's facilities herein shall be an amount equal to the sum of (i) one and a half cents (\$0.015) per MMBtu. The Net Monthly Rate per MMBtu for gas withdrawn by Customer from Company's facilities herein shall be an amount equal to the sum of (i) one and a half cents (\$0.015) per MMBtu. NET MONTHLY FUEL FEE The monthly fuel fee will be the actual electric costs for operating the compressor facilities. NET MONTHLY CAPACITY RESERVATION The Net Monthly Capacity Reservation shall be two hundred thirty four thousand dollars (\$234,000). APPLICABLE TAXES Company and Customer shall independently file and pay any and all federal, state and local taxes (including, but without limitation, ad valorem or franchise taxes or payments under industrial district agreements) which are legally required to be filed and paid relative to the services provided under this rate schedule or are assessed on the physical volumes of gas owned by either party within the gas storage facilities herein. NATURAL GAS ACT Company shall not be obligated to accept any dispatched gas under this miscellaneous storage dispatching service rate schedule if such action would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act. WRITTEN CONTRACT Service under this miscellaneous storage dispatching service rate schedule is contingent upon a Customer being a party to a written contract with the Company. This contract must be in a form and on terms and conditions acceptable to Company BILLING AND PAYMENT The billing and payment of capacity reservations and all gas dispatched on behalf of the Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.

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**TARIFF CODE:** TM      **RRC TARIFF NO:** 22803

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73273	D	MMBTU	\$.0000	04/01/2009	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41040	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
M	Other(with detailed explanation)	storage

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

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**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22805

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 01/01/2007      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022.

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

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<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 22805
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

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**TARIFF CODE:** TT      **RRC TARIFF NO:** 22805

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use</p>

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**TARIFF CODE:** TT      **RRC TARIFF NO:** 22805

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22805

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b>                      8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b>                      9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b>                      10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.                      10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b>                      11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.                      11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.                      11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.                      11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.                      11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<p><b>12. BALANCING</b>                      12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 22805
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																											
	<table border="0"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td>Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Company the Following</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: center;">Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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Greater than 20%	50%	150%																										

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. **ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

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**CURRENT RATE COMPONENT**

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	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22805

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 7710                      COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC**

**TARIFF CODE: TT                      RRC TARIFF NO: 22805**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73283	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73284	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73285	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73286	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73287	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73288	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73289	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73290	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73291	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73292	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 7710                      COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC**

**TARIFF CODE: TT                      RRC TARIFF NO: 22805**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73293	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73294	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73295	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73296	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73297	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73298	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73299	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73300	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73301	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73302	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 7710                      COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC**

**TARIFF CODE: TT                      RRC TARIFF NO: 22805**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73303	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73304	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73305	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73306	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73307	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73308	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73309	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73310	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73311	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73312	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 7710                      COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC**

**TARIFF CODE: TT                      RRC TARIFF NO: 22805**

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73313	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
93093	D	MMBtu	\$ .0000	07/01/2017	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
93096	D	MMBtu	\$ .0000	07/01/2017	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73270	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73276	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73277	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73278	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73279	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73280	D	MMBTU	\$ .0000	10/01/2004	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			
109164	D	MMBtu	\$ .0000	01/01/2018	Y
<b>DESCRIPTION:    **CONFIDENTIAL**</b>					
<b>Customer</b>	41039	**CONFIDENTIAL**			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 22805

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113890	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73281	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
73282	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22807

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 03/01/1994      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:** 06/01/2003

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32225	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22807

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-27	<p><b>AVAILABILITY</b> Service under this natural gas transportation rate schedule shall be available to a Transportation Customer at existing interconnects, as specified in the written contract contemplated hereby, between such Transportation Customer and CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company) in the unincorporated environs of Livingston, Polk County, Texas or at existing city gate stations or other facilities of adequate capacity and suitable pressure in Harrison County, Texas.</p> <p><b>APPLICATION</b> This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation Customer execute or contract or an amendment to a contract on or before March 1, 1994; (ii) where the Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not of natural gas, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-Use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the gas so transported under this rate schedule.</p> <p><b>NET MONTHLY TRANSPORTATION RATE</b> The Net Monthly Transportation Rate per MMBtu for all gas redelivered under this rate schedule shall be an amount equal to the sum of (i) thirty-five cents (\$0.35) per MMBtu; plus (ii) applicable taxes, as defined in this rate schedule.</p> <p><b>APPLICABLE TAXES</b> The term applicable taxes shall include the full amount of any taxes or charges (of every kind and character except franchise and excess profits taxes and taxes measured by net income), levied, assessed or fixed by any municipal or governmental authority against Company or its business in connection with or attributable to the volumes, value or gross receipts from the transportation of the gas delivered by the Transportation Customer hereunder. <b>DEFINITIONS</b> 1. The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity of natural gas attributable to but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable to but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby. 2. The term End-Use Buyer shall mean any buyer of natural gas transported hereunder who receives or takes possession of such gas at a Qualified Redelivery Point, as defined in this rate schedule. 3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby located on existing facilities of Company where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p><b>WRITTEN CONTRACT</b> Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.</p> <p><b>CURTAILMENT</b> In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.</p> <p><b>MEASUREMENT</b> The measurement of the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p><b>GROSS HEATING VALUE</b> The gross heating value of the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p><b>BILLING AND PAYMENT</b> The billing and payment for the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p><b>BALANCING</b> Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.</p> <p><b>RULES AND REGULATIONS</b> Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereby and Company's General Rules and Regulations, as such rules may be amended from time to time. These General Rules and Regulations shall be on file and available for inspection at Company's office.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22807

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73291	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	32225	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22808

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 11/01/1995      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31561	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 22808
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-26	<p><b>AVAILABILITY</b>                      Service under this natural gas rate schedule shall be available only to a State Agency Transportation Customer, as defined in this rate schedule, where such State Agency Transportation Customer delivers natural gas to CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in Jefferson County, Texas.</p> <p><b>APPLICATION</b>                      This natural gas rate schedule is applicable to gas transportation service for a State Agency Transportation Customer, where (i) a written contract has been executed after March 15, 1994 between Company and the State Agency Transportation Customer; (ii) the State Agency Transportation Customer arranges for and causes delivery of State Royalty Gas, as defined in this rate schedule, to the Company at a point or points of delivery of adequate capacity and suitable pressure acceptable to Company, in its sole discretion, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the gas so transported.</p> <p><b>NET MONTHLY TRANSPORTATION RATE</b>                      The Net Monthly Transportation Rate per MMBtu for gas redelivered hereunder shall be an amount equal to the sum of (i) forty cents (\$0.40) per MMBtu; plus (ii) applicable taxes, as defined in this rate schedule.</p> <p><b>APPLICABLE TAXES</b>                      The term applicable taxes shall mean the full amount Company is obligated to pay or would be obligated to pay for sales service of a similar character, on a per unit redelivered basis, of taxes, franchise fees or other charges (including existing taxes, new taxes, or existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, in connection with or attributable to the volume, quantity, full value or gross receipts from the transportation service contemplated herein. Such applicable taxes shall be divided into two (2) components as follows: (i) the full amount Company is obligated to pay or would be obligated to pay for sales service of a similar character, on a per unit redelivered basis, of taxes, franchise fees or other charges (including existing taxes, new taxes and existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, in connection with or attributable to the volume, quantity, value or gross receipts from the transportation charge as specified in the Net Monthly Transportation Rate clause hereinabove; (ii) the full amount Company is obligated to pay or would be obligated to pay for sales service of a similar character, on a per unit redelivered basis, of taxes, franchise fees or other charges (including existing taxes, new taxes and existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, in connection with or attributable to the total price per MMBtu paid for natural gas by the State Agency Transportation Customer for the natural gas redelivered to the Qualified Redelivery Point, as defined in this rate schedule, which shall include (i) either the amount paid by the State Agency Transportation Customer for the natural gas, or the amount assigned to the cost of such gas, plus (ii) all transportation and other similar fees with respect to such gas.</p> <p><b>DEFINITIONS</b>                      1. The term State Agency Transportation Customer shall mean the Texas General Land Office and School Land Board, acting by and through the Commissioner thereof.                      2. The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take, and has taken, in kind, along with any natural gas which the State of Texas or the State Agency Transportation Customer owns as make-up gas, which is to correct for any prior imbalances of deliveries (a) from wells located on state lands or in state waters or (b) from pipelines transporting gas for the State of Texas or the State Agency Transportation Customer.                      3. The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the State Agency Transportation Customer to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the State Agency Transportation Customer is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the State Agency Transportation Customer is located downstream of a farm tap meter station.                      4. The term Qualified Redelivery Point shall mean a single facility of a State Agency Transportation Customer or facility located at only one location or at immediately contiguous locations served by one or more meters in Jefferson County, Texas.</p> <p><b>NATURAL GAS ACT</b>                      Company shall not be obligated to transport any gas under this natural gas rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p><b>WRITTEN CONTRACT</b>                      Service under this natural gas rate schedule shall be available only pursuant to a written contract between Company and the State Agency Transportation Customer, which provides, inter alia, that the State Agency Transportation Customer agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. <b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail the State Agency Transportation Customer or facility (without any liability to such State Agency Transportation Customer for damages or otherwise) at the point of redelivery in the same manner as Company's customers of the same classification based on Company's then prevailing curtailment schedule, and Company shall not curtail any State</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22808

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Agency Transportation Customer or facility at the point of redelivery unless such curtailment will benefit Company's customers; provided, however, if any regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.</p> <p><b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the points of delivery and of redelivery in the written contract contemplated hereby.</p> <p><b>BALANCING</b> The State Agency Transportation Customer shall use its best efforts to deliver or cause delivery of the gas contemplated hereunder at the points of delivery each day at the same rate at which State Agency Transportation or facility is taking gas hereunder at the point of redelivery during each day. The State Agency Transportation Customer shall arrange with its pipeline transporter to have sufficient quantities of gas available for delivery to Company to meet the peak hour and peak day requirements of the point of redelivery.</p> <p><b>RULES AND REGULATIONS</b> Service under this natural gas rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereby and Company's General Rules and Regulations, as such rules may be amended from time to time. These General Rules and Regulations shall be on file and available for inspection at Company's office.</p>

**RATE ADJUSTMENT PROVISIONS:**  
None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73271	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31561	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22809

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 08/31/1993      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:** 06/01/2003

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
31566	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22809

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-22	<p data-bbox="284 346 1502 378"><b>AVAILABILITY</b></p> <p data-bbox="284 399 1502 504">Service under this natural gas transportation rate schedule shall be available to a Transportation Customer at existing interconnects, as specified in the written contract contemplated hereby, between such Transportation Customer and CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company) in Gregg County, Texas or at existing city gate stations or other facilities of adequate capacity and suitable pressure in Gregg County, Texas.</p> <p data-bbox="284 525 1502 693"><b>APPLICATION</b> This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation Customer execute or contract or an amendment to a contract on or before January 15, 1993; (ii) where the Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the written contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-Use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the gas so transported under this rate schedule.</p> <p data-bbox="284 714 1502 787"><b>NET MONTHLY TRANSPORTATION RATE</b> The Net Monthly Transportation Rate per MMBtu for all gas redelivered under this rate schedule shall be an amount equal to the sum of (i) five cents (\$0.05) per MMBtu; plus (ii) applicable taxes, as defined in this rate schedule.</p> <p data-bbox="284 808 1502 913"><b>APPLICABLE TAXES</b> The term applicable taxes shall mean the full amount of any taxes or charges (of every kind and character except franchise and excess profits taxes and taxes measured by net income) levied, assessed or fixed by any municipal or governmental authority against Company or its business in connection with or attributable to the volumes, value or gross receipts from the transportation of the gas delivered by the Transportation Customer to Company hereunder.</p> <p data-bbox="284 934 1502 1165"><b>DEFINITIONS</b> 1. The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity of natural gas attributable to but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable to but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby. 2. The term End-Use Buyer shall mean any buyer of natural gas transported hereunder who receives or takes possession of such gas at a Qualified Redelivery Point, as defined in this rate schedule. Such End-Use Buyer shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule. 3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby located on existing facilities of Company where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby.</p> <p data-bbox="284 1186 1502 1249"><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p data-bbox="284 1270 1502 1333"><b>WRITTEN CONTRACT</b> Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.</p> <p data-bbox="284 1354 1502 1501"><b>CURTAILMENT</b> In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.</p> <p data-bbox="284 1522 1502 1575"><b>MEASUREMENT</b> The measurement of the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p data-bbox="284 1596 1502 1648"><b>GROSS HEATING VALUE</b> The gross heating value of the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p data-bbox="284 1669 1502 1722"><b>BILLING AND PAYMENT</b> The billing and payment for the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p data-bbox="284 1743 1502 1795"><b>BALANCING</b> Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.</p> <p data-bbox="284 1816 1502 1879"><b>RULES AND REGULATIONS</b> Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereby and Company's General Rules and Regulations, as such rules may be amended from time to time. These General Rules and Regulations shall be on file and available for inspection at Company's office.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22809

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73305	D	MMBTU	\$.0000	10/01/2004	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	31566	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22811

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 04/01/2005      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 22811
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CEIP T-100	<p><b>AVAILABILITY</b> This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipeline (hereinafter called Company) in the City of Houston, Harris County.</p> <p><b>APPLICATION</b> This natural gas transportation rate schedule is applicable to natural gas transportation service for a Transportation Customer where (i) Company and such Transportation Customer execute a contract or an amendment to a contract on or after April 1, 2005; (ii) Transportation Customer arranges for and/or causes delivery of an average load of 1,000 MMBtu per day of Transportation Customer's natural gas to Company at Company's facilities at Kinder Morgan Texas Pierce Junction Meter Station, and Company redelivers an Equivalent Quantity of Gas, as defined herein, to the Qualified Redelivery Point at Entex Medical Center City Gate, as defined herein; and (iii) Company does not take title to or own the natural gas so transported under this Rate Schedule.</p> <p><b>NET MONTHLY RATE</b> The Net Monthly Rate per MMBtu for gas redelivered by Company to the Transportation Customer hereunder shall be an amount equal to the sum of (i) five cents (\$0.05) per MMBtu plus (ii) applicable taxes, as defined herein.</p> <p><b>DEFINED TERMS</b> 1. The term Equivalent Quantity of Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage, where such quantity attributable, but not limited to, fuel use, line loss and shrinkage shall be established in the written contract contemplated herein.  2. The term Qualified Redelivery point shall mean a single redelivery point at Entex Medical Center City Gate in Harris County, Texas (i) located on existing mains of said Company; (ii) served by one or more meters; and (iii) where Company has sufficient capacity to transport and redeliver an average load of 1,000 MMBtu per day. 2. The term Applicable Taxes shall mean the full amount payable by the Company, on a per unit redelivered basis, of taxes, franchise fees or charges (including existing taxes, new taxes and existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, and payable by Company in connection with or attributable to the volume, quantity, value or gross receipts from the transportation contemplated hereby.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this natural gas transportation rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p><b>WRITTEN CONTRACT</b> Service under this natural transportation gas rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with the Company. This contract must be in a form and on terms and conditions acceptable to Company.</p> <p><b>CURTAILMENT</b> In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point of redelivery in the same manner as Company's sales customers of the same classification based on Company's then prevailing curtailment schedule, and Company shall not curtail any Transportation Customer at the point of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company or its' curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, the Company shall comply with such rule or order.</p> <p><b>MEASUREMENT</b> The measurement of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p> <p><b>GROSS HEATING VALUE</b> The gross heating value of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p> <p><b>BILLING AND PAYMENT</b> The billing and payment of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p> <p><b>BALANCING</b> The Transportation Customer shall use its best efforts to deliver or cause delivery of the gas contemplated hereunder at the points of delivery each day at the same rate at which gas is redelivered hereunder at the point of redelivery during each day.</p> <p><b>RULES AND REGULATIONS</b> Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereby and Company's General Rules and Regulations, as such rules may be amended from time to time. These General</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22811

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Rules and Regulations shall be on file and available for inspection at Company's office.

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73270	D	MMBTU	\$ .0000	10/01/2006	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 22835

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 07/01/2009      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** evergreen

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 22835

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-101	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. NATURAL GAS TRANSPORTATION SERVICE RATE SCHEDULE CEIP T-101 AVAILABILITY This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipeline (hereinafter called Company) in the City of Houston, Harris County. APPLICATION This natural gas transportation rate schedule is applicable to natural gas transportation service for a Transportation Customer where (i) Company and such Transportation Customer execute a contract or an amendment to a contract on or after April 1, 2005; (ii) Transportation Customer arranges for and/or causes delivery of up to 4,000 MMBtu per day at the Qualified Receipt Point for redelivery by Company of an Equivalent Quantity of Gas to the Qualified Redelivery Point; and (iii) Customer also arranges for and/or causes delivery of an additional average load of at least 8,000 MMBtu per day at other receipt points specified by Company pursuant to T-110 or other Company rate schedule for purposes of blending for transportation to specified delivery points; and (iv) Company does not take title to or own the natural gas so transported under this Rate Schedule. NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas is ten cents (\$0.10) per MMBtu, plus applicable taxes, for natural gas redelivered by Company from the Qualified Receipt Point to the Qualified Redelivery Point. DEFINED TERMS 1. The term Equivalent Quantity of Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage, where such quantity attributable, but not limited to, fuel use, line loss and shrinkage shall be established in the written contract contemplated herein. 2. The term Qualified Redelivery point shall mean a single redelivery point at CEIP meter station at Ley Road in Harris County, Texas where Company has sufficient capacity to transport and redeliver an average load of 4,000 MMBtu per day. 3. The term Applicable Taxes shall mean the full amount payable by the Company, on a per unit redelivered basis, of taxes, franchise fees or charges (including existing taxes, new taxes and existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, and payable by Company in connection with or attributable to the volume, quantity, value or gross receipts from the transportation contemplated hereby. 4. The term Qualified Receipt Point shall mean the Company meter at GFS Energy Landfill. NATURAL GAS ACT Company shall not be obligated to transport any gas under this natural gas transportation rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act. WRITTEN CONTRACT Service under this natural transportation gas rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with the Company. This contract must be in a form and on terms and conditions acceptable to Company. CURTAILMENT In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point of redelivery in the same manner as Company's sales customers of the same classification based on Company's then prevailing curtailment schedule, and Company shall not curtail any Transportation Customer at the point of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, the Company shall comply with such rule or order. MEASUREMENT The measurement of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby. GROSS HEATING VALUE The gross heating value of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby. BILLING AND PAYMENT The billing and payment of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby. BALANCING The Transportation Customer shall use its best efforts to deliver or cause delivery of the gas contemplated hereunder at the points of delivery each day at the same rate at which gas is redelivered hereunder at the point of redelivery during each day. RULES AND REGULATIONS Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereby and Company's General Rules and Regulations, as such rules may be amended from time to time. These General Rules and Regulations shall be on file and available for inspection at Company's office.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
73270	D	MMBTU	\$ .0000	07/01/2009	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	



**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 22835

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 26637

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 07/01/2013      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32225	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 26637
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-3	<p><b>AVAILABILITY</b> Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company).</p> <p><b>APPLICATION</b> This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation customer execute a contract or an amendment to a contract on or before January 15, 1981; (ii) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the natural gas so transported under this rate schedule.</p> <p><b>NET MONTHLY RATE</b> The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu.</p> <p><b>DEFINED TERMS</b> 1. The term Equivalent Quantity of Natural Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby. 2. The term End-use Buyer shall mean any buyer of natural gas transported hereunder who receives such gas at a Qualified Redelivery Point, as defined in this rate schedule, for ultimate consumption and not for resale. Such End-use Buyer shall not be a customer of Company and shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule. 3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby (i) located on existing facilities of Company; (ii) where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby; and (iii) where the natural gas redelivered hereunder is for ultimate consumption of an End-use Buyer, as defined in this rate schedule, and not for resale or sharing with others.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this natural gas transportation schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p><b>WRITTEN CONTRACT</b> Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.</p> <p><b>CURTAILMENT</b> In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.</p> <p><b>MEASUREMENT</b> The measurement of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p><b>GROSS HEATING VALUE</b> The gross heating value of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p><b>BILLING AND PAYMENT</b> The billing and payment of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p><b>BALANCING</b> Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 26637

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	RULES AND REGULATIONS Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereinabove and Company's General Rules and Regulations, as such rules may be amended from time to time.

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86400	D	MMBtu	\$.0000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	32225	**CONFIDENTIAL**			
86398	D	MMBtu	\$.0000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	32225	**CONFIDENTIAL**			
86399	D	MMBtu	\$.0000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	32225	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 26638

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 07/01/2013      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 26638

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-3	<p data-bbox="284 359 1502 457"><b>AVAILABILITY</b> Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company).</p> <p data-bbox="284 478 1502 667"><b>APPLICATION</b> This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation customer execute a contract or an amendment to a contract on or before January 15, 1981; (ii) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the natural gas so transported under this rate schedule.</p> <p data-bbox="284 688 1502 741"><b>NET MONTHLY RATE</b> The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu.</p> <p data-bbox="284 762 1502 1119"><b>DEFINED TERMS</b> 1. The term Equivalent Quantity of Natural Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby. 2. The term End-use Buyer shall mean any buyer of natural gas transported hereunder who receives such gas at a Qualified Redelivery Point, as defined in this rate schedule, for ultimate consumption and not for resale. Such End-use Buyer shall not be a customer of Company and shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule. 3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby (i) located on existing facilities of Company; (ii) where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby; and (iii) where the natural gas redelivered hereunder is for ultimate consumption of an End-use Buyer, as defined in this rate schedule, and not for resale or sharing with others.</p> <p data-bbox="284 1140 1502 1213"><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this natural gas transportation schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p data-bbox="284 1234 1502 1329"><b>WRITTEN CONTRACT</b> Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.</p> <p data-bbox="284 1350 1502 1528"><b>CURTAILMENT</b> In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.</p> <p data-bbox="284 1549 1502 1623"><b>MEASUREMENT</b> The measurement of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p data-bbox="284 1644 1502 1717"><b>GROSS HEATING VALUE</b> The gross heating value of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p data-bbox="284 1738 1502 1812"><b>BILLING AND PAYMENT</b> The billing and payment of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.</p> <p data-bbox="284 1833 1502 1927"><b>BALANCING</b> Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 26638

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	RULES AND REGULATIONS Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereinabove and Company's General Rules and Regulations, as such rules may be amended from time to time.

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86400	D	MMBtu	\$.0000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
86398	D	MMBtu	\$.0000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
86399	D	MMBtu	\$.0000	07/01/2013	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 28659

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 04/01/2016      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
36412	**CONFIDENTIAL**	Y	



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 28659
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC  TRANSPORTATION SERVICE  RATE SCHEDULE  NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 28659

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b></p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b></p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b></p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b></p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b></p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 28659

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

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**CURRENT RATE COMPONENT**

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	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

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	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

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	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																											
	<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;"></td> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td>Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Company the Following</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: center;">Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. **ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 28659
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 28659

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
93095	D	MMBtu	\$ .0000	05/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36412	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Neither the gas utility nor the customer had an unfair advantage during the negotiations.  
 NOTE: (This fact cannot be used to support a Section 104.003(b) transaction if the rate to be charged or offered to be charged is to an affiliated pipeline.)

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29072

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 05/01/2016      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
36078	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29072
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-112	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-112 AVAILABILITY</p> <p>This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (#Agreement#) has been executed after January 1, 2015 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas at a nominated flow rate of equal to or greater than 2,000 MMBtu per day of natural gas for the billing period into Company at the Receipt Point located on the</p> <p>TETCO</p> <p>Pipeline System at meter 73883 in Orange County, Texas; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>The Net Monthly Rate for gas transported under this Rate Schedule for a month shall be a per MMBtu rate based upon the daily quantity nominated for such month for transport and delivery to the facilities of an End-Use Customer. Specifically, the following per MMBtu rates shall apply: \$0.17 per MMBtu for a minimum monthly nomination of 2,000 MMBtu/day and up to 4,000 MMBtu/day, or \$0.10 per MMBtu for a monthly nomination of 4,001 to 6,000 MMBtu/day, or \$0.07 per MMBtu for a monthly nomination of 6,001 to 8,000 MMBtu/day; or \$0.06 per MMBtu for a monthly nomination of 8,001 or more MMBtu/Day. The charge hereunder to the End-Use Customer will be the sum of: (i) The applicable rate above (based upon the nomination for such month) times the delivered quantities; (ii) Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms; and (iii) A monthly service charge of \$500.00 (which will be waived for any billing period in which the nomination for such month is 2,000 MMBtu/day or greater).</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within fifteen (15) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29072
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>WRITTEN SERVICE AGREEMENT</b></p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p>
	<p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p>
	<p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p>
	<p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p>
	<p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p>
	<p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 29072

## CURRENT RATE COMPONENT

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- 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.
- 2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.
- 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.
- 2.18 The term MMBtu shall mean one million (1,000,000) Btus.
- 2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.
- 2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.
- 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

- 3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.
- 3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Shipper shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
- 3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

## 4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS

- 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.
- 4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days

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	<p>after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that</p>

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	<p>does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	12. BALANCING



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	<p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of</p>

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	the cash-out price described below.														
Imbalance Level	<table border="0"> <tr> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td style="text-align: center;">The Company Pays Shipper the Following Percentage of the Cash-Out Price</td> <td style="text-align: center;">Shipper Pays the Company the Following Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>150%</td> </tr> </table>	Overage	Underage	The Company Pays Shipper the Following Percentage of the Cash-Out Price	Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	From 5% to 10%	120%	From 10% to 15%	130%	From 15% to 20%	140%	Greater than 20%	150%
Overage	Underage														
The Company Pays Shipper the Following Percentage of the Cash-Out Price	Shipper Pays the Company the Following Percentage of the Cash-Out Price														
From 0% to 5%	100%														
From 5% to 10%	120%														
From 10% to 15%	130%														
From 15% to 20%	140%														
Greater than 20%	150%														

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29072

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29072

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113315	D	MMBtu	\$,0000	08/01/2021	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36078	**CONFIDENTIAL**			
91085	D	MMBtu	\$,0000	05/01/2016	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36078	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29317

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 06/01/2016      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
37031	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29317

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29317

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29317

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29317
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

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	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

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	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>



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	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29317

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
91817	D	MMBtu	\$ .0000	06/01/2016	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	37031	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29835

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 05/01/2017      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29835
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-113	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-113</p> <p><b>AVAILABILITY</b></p> <p>This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p><b>APPLICATION</b></p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement (#Agreement#) has been executed after January 1, 2017 between Company and a Shipper;</p> <p>(b) Shipper has arranged for the ability to deliver natural gas into Company on the Jacintoport System at the interconnect between Company facilities and the Kinder Morgan Texas Meter station; (c) Company redelivers an equivalent quantity of gas to meter numbers 82140025063, 82140024071, and 82140026051 in Harris County, Texas; located on existing mains of said Company ; and (d) Company does not take title to or own the gas so transported.</p> <p><b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p><b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule shall consist of:</p> <ol style="list-style-type: none"> <li>i. a monthly demand rate of \$0.12 multiplied by the MDQ as defined in the applicable Agreement; plus</li> <li>ii. an interruptible transportation rate of \$0.06 per MMBtu on all volumes delivered up to the MDQ;</li> <li>iii. an interruptible transportation rate of \$0.18 per MMBtu on all volumes delivered above the MDQ; and</li> <li>iv. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.</li> </ol> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b></p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b></p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b></p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b></p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29835
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Terms and Cond 1A CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.                  2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.                  2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.                  2.18 The term MMBtu shall mean one million (1,000,000) Btus.                  2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.                  2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29835
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29835
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits,</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29835
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	9. UNACCEPTABLE QUANTITIES
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	10. GAS TRANSPORTED BY COMPANY
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	11. FACILITIES
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.
	12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.
	12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.

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	<p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1"> <thead> <tr> <th>Imbalance Level</th> <th>Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th>Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </tbody> </table>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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	<p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p><b>13. BILLING AND PAYMENT</b></p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p><b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p><b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b></p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the</p>

GAS SERVICES DIVISION

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	<p>Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p><b>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b></p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such</p>



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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
92478	D	MMBtu	\$,0000	05/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29836

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 05/01/2017      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29836
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-114	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-114</p> <p><b>AVAILABILITY</b> This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p><b>APPLICATION</b> This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement ('Agreement') has been executed after January 1, 2007 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.</p> <p><b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service ('General Terms').</p> <p><b>NET MONTHLY RATE</b> During the first sixty (60) months of the Agreement by and between Company and Shipper, the Net Monthly Rate for all gas transported and delivered to the facilities of an End-use Customer during a billing period under this Rate Schedule shall equal the sum of:  (i) First 82,500 MMBtu or less @ \$17,500.00 Over 82,500 MMBtu @ \$0.18 per MMBtu; plus (ii) Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms. After the initial 60 month term of the Agreement by and between Company and Shipper, the Net Monthly Rate for all gas transported and delivered to the facilities of an End-use Customer during a billing period under this Rate Schedule shall be the rates as specified in Company's Rate Schedule T-110 or its successor Rate Schedule(s).</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29836
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Terms and Cond 1A CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto. 2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement. 2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point. 2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point. 2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. 2.18 The term MMBtu shall mean one million (1,000,000) Btus. 2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29836
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 29836

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits,</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29836
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	9. UNACCEPTABLE QUANTITIES
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	10. GAS TRANSPORTED BY COMPANY
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	11. FACILITIES
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.
	12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.
	12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29836
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1"> <thead> <tr> <th>Imbalance Level</th> <th>Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th>Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </tbody> </table>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29836
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p><b>13. BILLING AND PAYMENT</b></p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p><b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p><b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b></p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 29836
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 29836

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
92377	D	MMBtu	\$ .0000	05/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 30683

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 07/01/2017      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32225	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

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<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30683
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
CEIP T-100	<p><b>AVAILABILITY</b> This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipeline (hereinafter called Company) in the City of Houston, Harris County.</p> <p><b>APPLICATION</b> This natural gas transportation rate schedule is applicable to natural gas transportation service for a Transportation Customer where (i) Company and such Transportation Customer execute a contract or an amendment to a contract on or after April 1, 2005; (ii) Transportation Customer arranges for and/or causes delivery of an average load of 1,000 MMBtu per day of Transportation Customer's natural gas to Company at Company's facilities at Kinder Morgan Texas Pierce Junction Meter Station, and Company redelivers an Equivalent Quantity of Gas, as defined herein, to the Qualified Redelivery Point at Entex Medical Center City Gate, as defined herein; and (iii) Company does not take title to or own the natural gas so transported under this Rate Schedule.</p> <p><b>NET MONTHLY RATE</b> The Net Monthly Rate per MMBtu for gas redelivered by Company to the Transportation Customer hereunder shall be an amount equal to the sum of (i) five cents (\$0.05) per MMBtu plus (ii) applicable taxes, as defined herein.</p> <p><b>DEFINED TERMS</b> 1. The term Equivalent Quantity of Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage, where such quantity attributable, but not limited to, fuel use, line loss and shrinkage shall be established in the written contract contemplated herein.  2. The term Qualified Redelivery point shall mean a single redelivery point at Entex Medical Center City Gate in Harris County, Texas (i) located on existing mains of said Company; (ii) served by one or more meters; and (iii) where Company has sufficient capacity to transport and redeliver an average load of 1,000 MMBtu per day. 2. The term Applicable Taxes shall mean the full amount payable by the Company, on a per unit redelivered basis, of taxes, franchise fees or charges (including existing taxes, new taxes and existing taxes which are subsequently determined to be applicable) levied, assessed or fixed by any governmental authority against Company or its business, and payable by Company in connection with or attributable to the volume, quantity, value or gross receipts from the transportation contemplated hereby.</p> <p><b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this natural gas transportation rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.</p> <p><b>WRITTEN CONTRACT</b> Service under this natural transportation gas rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with the Company. This contract must be in a form and on terms and conditions acceptable to Company.</p> <p><b>CURTAILMENT</b> In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point of redelivery in the same manner as Company's sales customers of the same classification based on Company's then prevailing curtailment schedule, and Company shall not curtail any Transportation Customer at the point of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company or its' curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, the Company shall comply with such rule or order.</p> <p><b>MEASUREMENT</b> The measurement of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p> <p><b>GROSS HEATING VALUE</b> The gross heating value of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p> <p><b>BILLING AND PAYMENT</b> The billing and payment of all gas redelivered to the a Qualified Redelivery Point by Company on behalf of the Transportation Customer hereunder shall be in accordance with the provisions of the written contract contemplated hereby.</p> <p><b>BALANCING</b> The Transportation Customer shall use its best efforts to deliver or cause delivery of the gas contemplated hereunder at the points of delivery each day at the same rate at which gas is redelivered hereunder at the point of redelivery during each day.</p> <p><b>RULES AND REGULATIONS</b> Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereby and Company's General Rules and Regulations, as such rules may be amended from time to time. These General</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30683
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Rules and Regulations shall be on file and available for inspection at Company's office.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30683
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3. TRANSPORTATION SERVICE AGREEMENTS</p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 30683

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

## 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

## 9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

## 10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30683
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>Continuation of Terms and Cond 1A</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs</p>

Terms and Cond 1B

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 30683

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price																	
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13. BILLING AND PAYMENT																			

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 30683

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30683
------------------------	-----------------------------

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 30683

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
93122	D	MMBtu	\$.0000	07/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	32225	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 30684

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 07/01/2017      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32225	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30684
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-109	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-109</p> <p><b>AVAILABILITY</b> This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, Inc. (hereinafter called Company).</p> <p><b>APPLICATION</b> This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at the Kinder Morgan Holmes Road city gate; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported. <b>DEFINITIONS</b> For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#). <b>NET MONTHLY RATE</b> The Net Monthly Rate for gas transported under this Rate Schedule shall be a rate per MMBtu for all gas transported and delivered to a Delivery Point during a billing period equal to the sum of: (i) \$0.14 per MMBtu (ii) Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms. <b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b> In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. <b>OTHER CHARGES</b> Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. <b>BILLING AND PAYMENT</b> Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. <b>NATURAL GAS ACT</b> Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. <b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. <b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). <b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. <b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1. These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p>

Terms and Cond 1A

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30684
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of</p>



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**CURRENT RATE COMPONENT**

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	<p>the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p>5. SCHEDULING AND NOMINATIONS</p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline</p>

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	<p>transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1B	<p>Continuation of Terms and Cond 1A</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior</p>

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**CURRENT RATE COMPONENT**

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	<p>to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 35%; text-align: center;">Overage</td> <td style="width: 35%; text-align: center;">Underage</td> </tr> <tr> <td style="text-align: right;">Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Company the Following</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: center;">Percentage of the Cash-Out Price</td> </tr> <tr> <td style="text-align: right;">From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td style="text-align: right;">From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td style="text-align: right;">From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td style="text-align: right;">From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td style="text-align: right;">Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment</p>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
	Overage	Underage																										
Imbalance Level	The Company Pays Shipper the	Shipper Pays the																										
	Following Percentage of the	Company the Following																										
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From 0% to 5%	100%	100%																										
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From 15% to 20%	60%	140%																										
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30684
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 30684
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
93123	D	MMBtu	\$ .0000	07/01/2017	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	32225	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 30684

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 32606

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 12/01/2018      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40115	**CONFIDENTIAL**	Y	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 32606

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1A

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.

## APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.

## DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.

2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.

2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.

2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.

2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.

2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 32606

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p>

## GAS SERVICES DIVISION

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## CURRENT RATE COMPONENT

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4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

## 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

## 9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

## 10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas

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**CURRENT RATE COMPONENT**

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	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>Terms and Cond 1B      Continuation of Terms and Cond 1A</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p>

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	<p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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	<p>based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 32606

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-3 (Revised)	<p>term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. UT-3 AVAILABILITY Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 32606
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>INTRASTATE PIPELINES, INC. (herein Company). APPLICATION This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (ii) Company does not take title to or own the natural gas so transported under this rate schedule. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms). NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
110082	D	MMBtu	\$ .0000	12/01/2018	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	40115	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	



**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 32606

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 32607

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 12/01/2018      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40114	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 32607

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1A

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.

## APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.

## DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.

2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.

2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.

2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.

2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.

2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 32607

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 32607
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

**9. UNACCEPTABLE QUANTITIES**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas

GAS SERVICES DIVISION

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 32607
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**CURRENT RATE COMPONENT**

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	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>Terms and Cond 1B      Continuation of Terms and Cond 1A</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p>

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	<p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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**CURRENT RATE COMPONENT**

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	<p>based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract</p>



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**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-3 (Revised)	<p>term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. UT-3 AVAILABILITY Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 32607
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>INTRASTATE PIPELINES, INC. (herein Company). APPLICATION This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (ii) Company does not take title to or own the natural gas so transported under this rate schedule. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms). NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>

<b>RATE ADJUSTMENT PROVISIONS:</b>
None

<b>DELIVERY POINTS</b>					
<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
110081	D	MMBtu	\$ .0000	12/01/2018	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	40114	**CONFIDENTIAL**			

<b>TYPE SERVICE PROVIDED</b>		
<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 32607

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 32609

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 12/01/2018      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
40113	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 32609
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. TRANSPORTATION SERVICE AGREEMENTS</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 32609
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 32609

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

## 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

## 9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

## 10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 32609
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>Terms and Cond 1B      Continuation of Terms and Cond 1A</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 32609

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 32609
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 32609

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-3 (Revised)	<p>term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. UT-3 AVAILABILITY Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 32609
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>INTRASTATE PIPELINES, INC. (herein Company). APPLICATION This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (ii) Company does not take title to or own the natural gas so transported under this rate schedule. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms). NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
110080	D	MMBtu	\$ .0000	12/01/2018	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	40113	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 32609

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 33719

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 03/12/2020

**INITIAL SERVICE DATE:** 12/01/2018      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** (ADMINISTRATIVE OVERSIGHT) Effective 12/01/18: Add Delivery Point: East Texas Asphalt aned QG Printing to this tariff.

**PREPARER - PERSON FILING**

**RRC NO:** 857      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Hope      **MIDDLE:** M.      **LAST NAME:** Artze

**TITLE:** Dir Sales Ops-GC Business Srvs

**ADDRESS LINE 1:** 1111 Louisiana St.

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77002      **ZIP4:**

**AREA CODE:** 713      **PHONE NO:** 207-5923      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
36412	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 33719
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. ( Company) under the following rate schedule(s):</p> <p>Rate Schedule T-110</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.</p> <p>2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.</p> <p>2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btu's.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 33719
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.</p> <p>3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 33719
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	following to Company:
	(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.
	<b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b>
	4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.
	4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.
	4.3 All approved Shippers must submit an Exhibit A Request for any of the following:
	4.3.1 A request to initiate transportation service at a specified Delivery Point;
	4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum;
	4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or
	4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.
	4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:
	4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;
	4.4.2 Gas Quantities:
	4.4.2.1 The MDQ;
	4.4.2.2 The MHQ; and
	4.4.2.3 The AVL;
	4.4.3 The Receipt Point(s) and Delivery Point(s);
	4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point;
	4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;
	4.4.6 Upstream pipeline contact information for confirmations
	4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation:
	4.4.7.1 Applicable Daily Index;
	4.4.7.2 Applicable Alternative Daily Index;
	4.4.7.3 Cash-out Index; and

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 33719
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point
	4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.
	4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.
	4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
	4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.
	4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.
	<b>5. SCHEDULING AND NOMINATIONS</b>
	5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system.
	Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:
	(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;
	(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or
	(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.
	5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.
	<b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b>
	6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.
	6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.
	6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.
	<b>7. RECEIPT OF GAS FOR TRANSPORT</b>
	7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.
	7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 33719

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b> 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.
	<b>9. UNACCEPTABLE QUANTITIES</b> 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b> 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.  10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b> 11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.  11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.  11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment.  Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
Terms and Cond 1B	CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE
	<b>12. BALANCING</b> 12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.  12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.  12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.  12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.  12.5 Daily Imbalances During Critical Period Events

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 33719
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>									
	<p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries).</p> <p>Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="0" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;"></td> <td style="width: 35%; text-align: center;">Overage</td> <td style="width: 35%; text-align: center;">Underage</td> </tr> <tr> <td style="text-align: left;">Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the Company</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Following Percentage of</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the Company		Following Percentage of the	Following Percentage of
	Overage	Underage								
Imbalance Level	The Company Pays Shipper the	Shipper Pays the Company								
	Following Percentage of the	Following Percentage of								

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID: 7710**                      **COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC**

**TARIFF CODE: TT**                      **RRC TARIFF NO: 33719**

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Cash-Out Price                      the Cash-Out Price
	From 0% to 5%                      100%                      100%
	From 5% to 10%                      80%                      120%
	From 10% to 15%                      70%                      130%
	From 15% to 20%                      60%                      140%
	Greater than 20%                      50%                      150%

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 33719
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

**16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE**

**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 33719
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>UT-3 (Revised) CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. UT-3 AVAILABILITY Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company). APPLICATION This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (ii) Company does not take title to or own the natural gas so transported under this rate schedule. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms). NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 33719

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>the Natural Gas Act, 15 U.S.C.Section717 et seq. <b>WRITTEN SERVICE AGREEMENT</b> Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. <b>CURTAILMENT</b> In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). <b>MEASUREMENT</b> The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. <b>GENERAL TERMS AND CONDITIONS</b> Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
111333	D	MMBtu	\$ .0000	12/01/2018	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36412	**CONFIDENTIAL**			
111334	D	MMBtu	\$ .0000	12/01/2018	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36412	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34324

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 06/01/2020      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34324
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

T-117 Revision

CENTERPOINT ENERGY  
INTRASTATE PIPELINES, LLC  
TRANSPORTATION SERVICE  
RATE SCHEDULE NO. T-117

## AVAILABILITY

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called #Company#).

## APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper;
- (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Kinder Morgan Pipeline;
- (c) Company redelivers an equivalent quantity of gas to the BASF customer station in Jefferson County, Texas, located on existing mains of said Company; and
- (d) Company does not take title to or own the gas so transported.

## DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).

## NET MONTHLY RATE

The Net Monthly Rate for gas transported under this Rate Schedule shall consist of: i. A monthly commodity rate of \$0.07 multiplied by monthly volumes; plus ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.

## PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

## OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

## BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

## NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

## WRITTEN SERVICE AGREEMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34324
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Terms and Cond 1A CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

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**CURRENT RATE COMPONENT**

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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

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**CURRENT RATE COMPONENT**

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	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34324
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<b>CURRENT RATE COMPONENT</b>
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<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Overage <span style="float: right;">Underage</span>
Imbalance Level	The Company Pays Shipper the <span style="float: right;">Shipper Pays the</span>
	Following Percentage of the <span style="float: right;">Company the Following</span>
	Cash-Out Price <span style="float: right;">Percentage of the Cash-Out Price</span>
From 0% to 5%	100% <span style="float: right;">100%</span>
From 5% to 10%	80% <span style="float: right;">120%</span>
From 10% to 15%	70% <span style="float: right;">130%</span>
From 15% to 20%	60% <span style="float: right;">140%</span>
Greater than 20%	50% <span style="float: right;">150%</span>

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34324
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p><b>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b></p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34324

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
111930	D	MMBtu	\$ .0000	06/01/2020	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34325

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 06/01/2020      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34325

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-118	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-118</p> <p>AVAILABILITY</p> <p>This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called #Company#).</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper;                      (b) Shipper has arranged for the ability to receive natural gas from Company at certain points in Northeast Harris County;                      (c) Company redelivers an equivalent quantity of gas to Shipper's End-use Customers at specified Delivery Points, located on existing mains of said Company; and                      (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>The Net Monthly Rate for gas transported under this Rate Schedule shall consist of: i. \$0.10 per MMBtu for monthly transportation volumes; plus ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34325
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Terms and Cond 1A CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 34325

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.

3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

## 4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.

4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34325
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	<p>at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause</p>

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**CURRENT RATE COMPONENT**

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	Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b> 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b> 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b> 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b> 11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry. 11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. 11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b> 12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.



GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	<p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>						
	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%; text-align: center;">Overage</td> <td style="width: 33%; text-align: center;">Underage</td> </tr> <tr> <td style="text-align: center;">Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the
	Overage	Underage					
Imbalance Level	The Company Pays Shipper the	Shipper Pays the					

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**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>														
	<table border="0"> <tr> <td style="text-align: right;">Following Percentage of the</td> <td style="text-align: right;">Company the Following</td> </tr> <tr> <td style="text-align: right;">Cash-Out Price</td> <td style="text-align: right;">Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>150%</td> </tr> </table>	Following Percentage of the	Company the Following	Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	From 5% to 10%	120%	From 10% to 15%	130%	From 15% to 20%	140%	Greater than 20%	150%
Following Percentage of the	Company the Following														
Cash-Out Price	Percentage of the Cash-Out Price														
From 0% to 5%	100%														
From 5% to 10%	120%														
From 10% to 15%	130%														
From 15% to 20%	140%														
Greater than 20%	150%														

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. **ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34325
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34325

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.
	16.2 Force Majeure
	16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.
	16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
111824	D	MMBtu	\$,0000	06/01/2020	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
111825	D	MMBtu	\$,0000	06/01/2020	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34678

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 11/01/2020      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41454	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34678
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

T-117 Revision

CENTERPOINT ENERGY  
INTRASTATE PIPELINES, LLC  
TRANSPORTATION SERVICE  
RATE SCHEDULE NO. T-117

## AVAILABILITY

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called #Company#).

## APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper;
- (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Kinder Morgan Pipeline;
- (c) Company redelivers an equivalent quantity of gas to the BASF customer station in Jefferson County, Texas, located on existing mains of said Company; and
- (d) Company does not take title to or own the gas so transported.

## DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).

## NET MONTHLY RATE

The Net Monthly Rate for gas transported under this Rate Schedule shall consist of: i. A monthly commodity rate of \$0.07 multiplied by monthly volumes; plus ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.

## PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

## OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

## BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

## NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

## WRITTEN SERVICE AGREEMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34678

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company#s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company#s General Terms and Conditions for Transportation Service, as amended from time to time.</p>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p>
	<p><b>APPLICABILITY</b></p> <p>1.1These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p>
	<p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.</p> <p>2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.</p> <p>2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 34678

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.

3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

## 4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.

4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a



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	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

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	<p>necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b>                      8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b>                      9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p><b>10. GAS TRANSPORTED BY COMPANY</b>                      10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.                      10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b>                      11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.                      11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.                      11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.                      11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.                      11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<p><b>12. BALANCING</b>                      12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to</p>

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	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

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Table with columns RATE COMP. ID and DESCRIPTION. It details Overage and Underage percentages for Imbalance Level from 0% to 20% and greater than 20%.

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

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	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p><b>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b></p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34678

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
111930	D	MMBtu	\$ .0000	11/01/2020	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41454	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34679

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 04/23/2021

**INITIAL SERVICE DATE:** 11/20/2020      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 04/01/2021

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** Effective 4/1/21: Amend the Terms adn Conditions 1A and 1B

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1201      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Pandy      **MIDDLE:**      **LAST NAME:** Livingston

**TITLE:** Sr. Reg Data Specialist

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-5571      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41455	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34679
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

T-120

CENTERPOINT ENERGY  
INTRASTATE PIPELINES, LLC  
TRANSPORTATION SERVICE  
RATE SCHEDULE NO. T-120

**AVAILABILITY**

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called #Company#).

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper;
- (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and the Kinder Morgan Texas Pipeline, located at approximately 40631 FM 149, Magnolia, Texas;
- (c) Company redelivers an equivalent quantity of gas at specified Delivery Point; and
- (d) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).

**NET MONTHLY RATE**

The Net Monthly Rate for gas transported under this Rate Schedule shall consist of: i. A monthly demand rate of \$0.27 per MMBtu multiplied by the Maximum Daily Quantity of 200 MMBtu; ii. For daily transportation volumes that exceed 200 MMBtu, a rate of \$0.27 per MMBtu; plus iii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34679

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Terms and Cond 1A      CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34679
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34679
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34679
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

GAS SERVICES DIVISION

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34679
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	Overage
	Underage
Imbalance Level	The Company Pays Shipper the Shipper Pays the
	Following Percentage of the Company the Following
	Cash-Out Price Percentage of the Cash-Out Price
From 0% to 5%	100%
From 5% to 10%	80%
From 10% to 15%	70%
From 15% to 20%	60%
Greater than 20%	50%

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34679

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
112307	D	MMBtu	\$ .0000	11/20/2020	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41455	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34739

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 07/13/2023

**INITIAL SERVICE DATE:** 10/01/2020      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 07/01/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Eff. 7/1/2023 Revised Schedule T-119

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34739
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

T-119

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-119

**AVAILABILITY**

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called #Company#).

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Kinder Morgan Texas Pipeline PIN 35044; (c) Company redelivers an equivalent quantity of gas to the customer stations in Harris County, Texas, located on the Port Rd System of said Company; and (d) Company does not take title to or own the gas so transported.

**DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).

**NET MONTHLY RATE**

The Net Monthly Rate for customers averaging less than 12,000 MMBtu/day over a 12-month period under this Rate Schedule shall consist of a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of:

- i. First 3,000 MMBtu @ \$0.75 per MMBtu      Over 3,000 MMBtu @ \$0.18 per MMBtu; plus
- ii. Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.

Over 3,000 MMBtu @ \$0.18 per MMBtu; plus The Net Monthly Rate for customers averaging 12,000 MMBtu/day over a 12-month period or more under this Rate Schedule shall consist of:

- i. A monthly commodity rate of \$0.115 multiplied by monthly volumes; plus
- ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. **CURTAILMENT** In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34739
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
MEASUREMENT	The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company#s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.
GENERAL TERMS AND CONDITIONS	Service under the Rate Schedule is furnished in accordance with the Company#s General Terms and Conditions for Transportation Service, as amended from time to time.
Terms and Cond 1A	CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.
APPLICABILITY	1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.
DEFINITIONS	<p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.</p> <p>2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.</p> <p>2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34739
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34739
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p><b>9. UNACCEPTABLE QUANTITIES</b></p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34739
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>Continuation of Terms and Cond 1A</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders</p>

Terms and Cond 1B

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34739

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>(OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34739
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p>
	<p><b>13. BILLING AND PAYMENT</b></p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p>
	<p><b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p>
	<p><b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b></p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34739
------------------------	-----------------------------

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34739

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
112263	D	MMBTU	\$ .0000	10/01/2020	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34740

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 10/01/2020      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34740
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-115	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-115</p> <p>AVAILABILITY</p> <p>This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called Company).</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Kinder Morgan Tejas Pipeline PIN 41774; (c) Company redelivers an equivalent quantity of gas to the customer stations in Harris County, Texas, located on the Choate Rd System of said Company; and (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p> <p>NET MONTHLY RATE</p> <p>The Net Monthly Rate for customers that have averaged less than 2,000 MMBtu/day over a 12-month period under a prior Rate Schedule for the Choate Rd System shall consist of a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of:</p> <ul style="list-style-type: none"> <li>i. First 3,000 MMBtu @ \$0.75 per MMBtu</li> <li>Over 3,000 MMBtu @ \$0.18 per MMBtu; plus</li> <li>ii. Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms.</li> </ul> <p>The Net Monthly Rate for customers that have averaged 2,000 MMBtu/day or more over a 12-month period under a prior Rate Schedule for the Choate Rd System shall consist of: i. A monthly commodity rate of \$0.125 multiplied by monthly volumes; plus ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>WRITTEN SERVICE AGREEMENT</b></p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p>
	<p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p>
	<p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p>
	<p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p>
	<p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p>
	<p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

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## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

- 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.
- 2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.
- 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.
- 2.18 The term MMBtu shall mean one million (1,000,000) Btus.
- 2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.
- 2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.
- 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

- 3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.
- 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
- 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.
- 3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
- 3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

## 4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS

- 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.
- 4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**TARIFF CODE:** TT      **RRC TARIFF NO:** 34740

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p>
	<p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p>
	<p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
12. BALANCING	



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**CURRENT RATE COMPONENT**

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	<p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34740
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	the cash-out price described below.																		
Imbalance Level	<table border="0"> <tr> <td style="padding-right: 20px;">Overage</td> <td style="padding-right: 20px;">Underage</td> </tr> <tr> <td style="padding-right: 20px;">The Company Pays Shipper the</td> <td style="padding-right: 20px;">Shipper Pays the</td> </tr> <tr> <td style="padding-right: 20px;">Following Percentage of the</td> <td style="padding-right: 20px;">Company the Following</td> </tr> <tr> <td style="padding-right: 20px;">Cash-Out Price</td> <td style="padding-right: 20px;">Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>150%</td> </tr> </table>	Overage	Underage	The Company Pays Shipper the	Shipper Pays the	Following Percentage of the	Company the Following	Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	From 5% to 10%	120%	From 10% to 15%	130%	From 15% to 20%	140%	Greater than 20%	150%
Overage	Underage																		
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Following Percentage of the	Company the Following																		
Cash-Out Price	Percentage of the Cash-Out Price																		
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From 5% to 10%	120%																		
From 10% to 15%	130%																		
From 15% to 20%	140%																		
Greater than 20%	150%																		
	12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.																		
	12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.																		
	12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.																		
	12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.																		
	<b>13. BILLING AND PAYMENT</b>																		
	13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.																		
	13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.																		
	13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.																		
	13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.																		
	13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.																		
	<b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.																		
	<b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b>																		
	15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;																		

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34740
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34740

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
112262	D	MMBTU	\$ .0000	10/01/2020	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34741

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 10/01/2020      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34741
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

T-121

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-121

## AVAILABILITY

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called Company).

## APPLICATION

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Midcoast Energy Pipeline; (c) Company redelivers an equivalent quantity of gas to the Delek customer station in Smith County, Texas, located on existing mains of said Company; and (d) Company does not take title to or own the gas so transported.

## DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).

## NET MONTHLY RATE

The Net Monthly Rate for gas transported under this Rate Schedule shall consist of:

- i. A monthly commodity rate of \$0.10 multiplied by monthly volumes; plus ii.
- Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.

## PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

## OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

## BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

## NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

## WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

## CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34741
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Terms and Cond 1A CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of</p>

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	<p>the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p>



## GAS SERVICES DIVISION

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TARIFF CODE: TT

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## CURRENT RATE COMPONENT

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4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.

4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

## 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be

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	<p>delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

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	<p>but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Imbalance Level</th> <th>Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th>Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> </tbody> </table>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price								
From 0% to 5%	100%	100%								
From 5% to 10%	80%	120%								

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 34741

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	From 10% to 15%                      70%                                      130%
	From 15% to 20%                      60%                                      140%
	Greater than 20%                      50%                                      150%

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. **ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder.

GAS SERVICES DIVISION

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34741
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**TARIFF CODE:** TT      **RRC TARIFF NO:** 34741

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
112264	D	MMBTU	\$ .0000	10/01/2020	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34742

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 10/01/2020      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34742
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-123	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-123</p> <p>AVAILABILITY</p> <p>This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called Company).</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Kinder Morgan Pipeline PIN 48233; (c) Company redelivers an equivalent quantity of gas to the Braskem customer station in Harris County, Texas, located on existing mains of said Company; and (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p> <p>NET MONTHLY RATE</p> <p>The Net Monthly Rate for gas transported under this Rate Schedule shall consist of:</p> <p>i. A monthly commodity rate of \$0.125 multiplied by monthly volumes; plus ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p>



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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34742

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p>
	<p><b>5. SCHEDULING AND NOMINATIONS</b></p>
	<p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p>
	<p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p>
	<p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p>
	<p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p>
	<p><b>8. WARRANTY OF TITLE</b></p>
	<p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 34742

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34742
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="0" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 30%;"></td> <td style="width: 35%; text-align: center;">Overage</td> <td style="width: 35%; text-align: center;">Underage</td> </tr> <tr> <td style="text-align: center;">Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Company the Following</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: center;">Percentage of the Cash-Out Price</td> </tr> <tr> <td style="text-align: center;">From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td style="text-align: center;">From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%
	Overage	Underage																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 34742

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	From 10% to 15%                      70%                      130%
	From 15% to 20%                      60%                      140%
	Greater than 20%                      50%                      150%

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34742
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34742

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
112265	D	MMBTU	\$ .0000	10/01/2020	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34938

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 01/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34938
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

T-122

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-122

## AVAILABILITY

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called #Company#). APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Kinder Morgan Pipeline; (c) Company redelivers an equivalent quantity of gas to a customer station in Brazoria County, Texas, located on the SI System of said Company; and (d) Company does not take title to or own the gas so transported.

## DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).

## NET MONTHLY RATE

The Net Monthly Rate for customers capable of sourcing natural gas only from CEIP under this Rate Schedule shall consist of a monthly service charge of \$500.00 plus a rate per MMBtu for all gas transported and delivered to the facilities of an End-use Customer during a billing period equal to the sum of: i. First 3,000 MMBtu @ \$0.75 per MMBtu Over 3,000 MMBtu @ \$0.18 per MMBtu; plus ii. Payments To Governmental Authorities, as defined in this Rate Schedule and the General Terms. The Net Monthly Rate for customers capable of sourcing natural gas from CEIP and other natural gas pipelines under this Rate Schedule shall consist of: i. A monthly commodity rate of \$0.08 multiplied by monthly volumes; plus ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms. iii. The customer agrees to take a minimum of 912,500 MMBtu per year. If the customer fails to meet the minimum requirement of 912,500 MMBtu during twelve-month period, customer agrees to pay the difference between 912,500 and actual consumption times \$0.08 per MMBtu.

## PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

## OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

## BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

## WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

## CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34938
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34938

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 34938

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34938
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="0" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 30%;"></td> <td style="width: 35%; text-align: center;">Overage</td> <td style="width: 35%; text-align: center;">Underage</td> </tr> <tr> <td style="text-align: center;">Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Company the Following</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: center;">Percentage of the Cash-Out Price</td> </tr> <tr> <td style="text-align: center;">From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td style="text-align: center;">From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%
	Overage	Underage																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34938

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	From 10% to 15%                      70%                                      130%
	From 15% to 20%                      60%                                      140%
	Greater than 20%                      50%                                      150%

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. **ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 34938
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 34938

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
112657	D	MMBtu	\$ .0000	01/01/2021	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35291

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 02/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41965	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35291
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35291
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35291

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35291
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

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	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>



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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

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	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																											
	<table border="0"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td>Imbalance Level</td> <td>The Company Pays Shipper the</td> <td>Shipper Pays the</td> </tr> <tr> <td></td> <td>Following Percentage of the</td> <td>Company the Following</td> </tr> <tr> <td></td> <td>Cash-Out Price</td> <td>Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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From 15% to 20%	60%	140%																										
Greater than 20%	50%	150%																										

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

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	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p><b>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b></p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35291

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113085	D	MMBtu	\$ .0000	02/01/2021	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41965	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35292

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 09/07/2023

**INITIAL SERVICE DATE:** 12/01/2020      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2023

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft 5/1/2022 ADMINISTRATIVE ERROR DELETED DELIVERY POINTS FROM THIS TARIFF

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41964	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35292
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35292
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35292

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 35292

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.

3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

## 4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.

4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35292
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

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	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

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**CURRENT RATE COMPONENT**

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	<table border="0"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td>Imbalance Level</td> <td>The Company Pays Shipper the</td> <td>Shipper Pays the</td> </tr> <tr> <td></td> <td>Following Percentage of the</td> <td>Company the Following</td> </tr> <tr> <td></td> <td>Cash-Out Price</td> <td>Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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From 15% to 20%	60%	140%																										
Greater than 20%	50%	150%																										

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

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	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p><b>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b></p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35292

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35292

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113083	D	MMBtu	\$.0000	01/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			
113084	D	MMBtu	\$.0000	04/01/2021	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			
113889	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			
113891	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			
115772	D	MMBtu	\$.0000	09/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			
115843	D	MMBtu	\$.0000	01/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			
91816	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35574

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 11/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35574
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

T-124

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC  
TRANSPORTATION SERVICE  
RATE SCHEDULE NO. T-124

**AVAILABILITY**

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called #Company#). **APPLICATION** This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas to Company on the Jacintoport System at the interconnect between Company facilities and an upstream pipeline; (c) Company redelivers an equivalent quantity of gas to meter numbers 82114128561 and 82114129063 in Harris County, Texas, located on existing mains of said Company; and (d) Company does not take title to or own the gas so transported. **DEFINITIONS** For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).

**NET MONTHLY RATE**

The Net Monthly Rate for gas transported under this Rate Schedule shall consist of:

- i. A customer charge of \$1,200; plus
- ii. A distribution charge of \$0.15/MMBtu multiplied by monthly volumes; plus
- iii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35574
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>CURTAILMENT</b></p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p>
	<p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p>
	<p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p>
	<p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.                  2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.                  2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.                  2.18 The term MMBtu shall mean one million (1,000,000) Btus.                  2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35574
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 35574

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.

4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

## 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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**CURRENT RATE COMPONENT**

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	<p>delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

GAS SERVICES DIVISION

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35574
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="0" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 30%;"></td> <td style="width: 35%; text-align: center;">Overage</td> <td style="width: 35%; text-align: center;">Underage</td> </tr> <tr> <td style="text-align: center;">Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Company the Following</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: center;">Percentage of the Cash-Out Price</td> </tr> <tr> <td style="text-align: center;">From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td style="text-align: center;">From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%
	Overage	Underage																	
Imbalance Level	The Company Pays Shipper the	Shipper Pays the																	
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	Cash-Out Price	Percentage of the Cash-Out Price																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 35574

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	From 10% to 15%                      70%                      130%
	From 15% to 20%                      60%                      140%
	Greater than 20%                      50%                      150%

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. **ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35574
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35574

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113578	D	MMBtu	\$ .0000	11/01/2021	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35635

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 06/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
32225	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35635
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-116	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-116</p> <p>AVAILABILITY</p> <p>This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called Company). APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (#Agreement#) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas into Company at the interconnect between Company facilities and Enterprise Texas Pipeline; (c) Company redelivers an equivalent quantity of gas to Company#s city gate stations in Atascosa County, Texas; located on new and existing mains of said Company ; and (d) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#). NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule shall consist of: i. A daily demand rate of \$1.58 multiplied by the MDQ; plus ii. A daily commodity rate of \$0.00 multiplied by monthly volumes; plus iii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company#s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35635
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Terms and Cond 1A CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35635
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35635
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits,</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35635
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	9. UNACCEPTABLE QUANTITIES
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	10. GAS TRANSPORTED BY COMPANY
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	11. FACILITIES
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	12. BALANCING
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.
	12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.
	12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.
	12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35635
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1"> <thead> <tr> <th>Imbalance Level</th> <th>Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th>Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </tbody> </table>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35635
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p><b>13. BILLING AND PAYMENT</b></p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p><b>14. ASSURANCE OF PERFORMANCE</b> If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p><b>15. EVENT OF DEFAULT AND EARLY TERMINATION</b></p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35635
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35635

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113615	D	MMBtu	\$.0000	06/01/2021	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	32225	**CONFIDENTIAL**			
113616	D	MMBtu	\$.0000	06/01/2021	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	32225	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35636

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 12/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42228	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35636

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35636
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use



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**TARIFF CODE:** TT      **RRC TARIFF NO:** 35636

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35636
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35636
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**CURRENT RATE COMPONENT**

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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35636
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 35636

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																											
	<table border="0"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td>Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Company the Following</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: center;">Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
	Overage	Underage																										
Imbalance Level	The Company Pays Shipper the	Shipper Pays the																										
	Following Percentage of the	Company the Following																										
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From 10% to 15%	70%	130%																										
From 15% to 20%	60%	140%																										
Greater than 20%	50%	150%																										

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

- 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;
- 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
- 15.1.3 otherwise become bankrupt or insolvent (however evidenced);
- 15.1.4 be unable to pay its debts as they fall due;
- 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
- 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;
- 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;
- 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 35636

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35636

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113630	D	MMBtu	\$ .0000	12/01/2021	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	42228	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35969

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 03/11/2025

**INITIAL SERVICE DATE:** 05/01/2022      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 03/10/2025

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 1/1/2023 ADMINISTRATOR OVERSIGHT REPLACE SES WITH TEXAS LEHIGH CEMENT COMPANY LP

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42427	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35969
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

GAS SERVICES DIVISION

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**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use</p>

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	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p>
	<p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p>
	<p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.</p> <p>2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.</p> <p>2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

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	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

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	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 35969
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                    **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                    **RRC TARIFF NO:** 35969

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>												
	<table border="0"> <tr> <td style="text-align: right;">Overage</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: left;">Underage</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: left;">Shipper Pays the</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: left;">Company the Following</td> </tr> <tr> <td></td> <td></td> <td style="text-align: left;">Percentage of the Cash-Out Price</td> </tr> </table>	Overage	The Company Pays Shipper the	Underage		Following Percentage of the	Shipper Pays the		Cash-Out Price	Company the Following			Percentage of the Cash-Out Price
Overage	The Company Pays Shipper the	Underage											
	Following Percentage of the	Shipper Pays the											
	Cash-Out Price	Company the Following											
		Percentage of the Cash-Out Price											
From 0% to 5%	100%	100%											
From 5% to 10%	80%	120%											
From 10% to 15%	70%	130%											
From 15% to 20%	60%	140%											
Greater than 20%	50%	150%											

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

**14. ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 35969

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 35969

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113892	D	MMBtu	\$ .0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	42427	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36006

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 11/15/2022

**INITIAL SERVICE DATE:** 10/01/2021      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:** 09/01/2022

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** N      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** New Curtailment Plan Efft September 1, 2022

**OTHER(EXPLAIN):** None

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42518	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36006

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-125	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-125</p> <p><b>AVAILABILITY</b></p> <p>This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called Company).</p> <p><b>APPLICATION</b></p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Enterprise meter 026295 ; (c) Company redelivers an equivalent quantity of gas to meter numbers 8050597351 and 8050597352 in Harris County, Texas, located on existing mains of said Company; and (d) Company does not take title to or own the gas so transported.</p> <p><b>DEFINITIONS</b></p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).</p> <p><b>NET MONTHLY RATE</b></p> <p>The Net Monthly Rate for gas transported under this Rate Schedule for a month shall be a per MMBtu rate based upon the daily quantity nominated for such month for transport and delivery to the facilities of an End-Use Customer. Specifically, the following per MMBtu rates shall apply: \$0.05 per MMBtu for monthly usage of up to 3,000 MMBtu/day and \$0.03 per MMBtu for monthly usage greater than 3,000 MMBtu/day. The charge hereunder to the End-Use Customer will be the sum of: i. The applicable rate above (based on nomination for such month) times the delivered quantities; and ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms; and iii. A monthly service charge of \$1,200.00 (which will be waived for any billing period in which the daily usage in such month is 3,000 MMBtu/day or greater)</p> <p><b>PAYMENTS TO GOVERNMENTAL AUTHORITIES</b></p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p><b>OTHER CHARGES</b></p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p><b>BILLING AND PAYMENT</b></p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p><b>NATURAL GAS ACT</b></p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p><b>WRITTEN SERVICE AGREEMENT</b></p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36006

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p>
	<p><b>CURTAILMENT</b></p>
	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p>
	<p><b>MEASUREMENT</b></p>
	<p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p>
	<p><b>GENERAL TERMS AND CONDITIONS</b></p>
<p>Terms and Cond 1A</p>	<p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>
	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p>
	<p><b>APPLICABILITY</b></p>
	<p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p>
	<p><b>DEFINITIONS</b></p>
	<p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p>
	<p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p>
	<p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p>
	<p>2.4 The term Btu shall mean British Thermal Unit.</p>
	<p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p>
	<p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p>
	<p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p>
	<p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p>
	<p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p>
	<p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p>
	<p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p>
	<p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p>
	<p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36006
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36006
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36006
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36006
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																											
	<table border="0"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td>Imbalance Level</td> <td>The Company Pays Shipper the</td> <td>Shipper Pays the</td> </tr> <tr> <td></td> <td>Following Percentage of the</td> <td>Company the Following</td> </tr> <tr> <td></td> <td>Cash-Out Price</td> <td>Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
	Overage	Underage																										
Imbalance Level	The Company Pays Shipper the	Shipper Pays the																										
	Following Percentage of the	Company the Following																										
	Cash-Out Price	Percentage of the Cash-Out Price																										
From 0% to 5%	100%	100%																										
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From 10% to 15%	70%	130%																										
From 15% to 20%	60%	140%																										
Greater than 20%	50%	150%																										

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36006
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p><b>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b></p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36006

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
114068	D	MMBtu	\$ .0000	10/01/2021	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	42518	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36610

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 01/12/2023

**INITIAL SERVICE DATE:** 11/01/2022      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** ADD DELIVERY POINT NASA JOHNSON SPACE CENTER TO THIS TARIFF EFPT 11-1-22

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42896	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36610
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC  TRANSPORTATION SERVICE  RATE SCHEDULE  NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use



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**CURRENT RATE COMPONENT**

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Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

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	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

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	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetry is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetry equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36610
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36610
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																											
	<table border="0"> <tr> <td></td> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td>Imbalance Level</td> <td>The Company Pays Shipper the</td> <td>Shipper Pays the</td> </tr> <tr> <td></td> <td>Following Percentage of the</td> <td>Company the Following</td> </tr> <tr> <td></td> <td>Cash-Out Price</td> <td>Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
	Overage	Underage																										
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From 15% to 20%	60%	140%																										
Greater than 20%	50%	150%																										

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. **ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 36610

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36610

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
113890	D	MMBtu	\$ .0000	11/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	42896	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36611

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 01/12/2023

**INITIAL SERVICE DATE:** 04/01/2022      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** ADD DELIVERY POINT GEORGIA PACIFIC BUILDING PRODUCTS LLC TO THIS TARIFF

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42896	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36611
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. TRANSPORTATION SERVICE AGREEMENTS</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36611
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	<p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p>
	<p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p>
	<p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p>
	<p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p>
	<p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p>
	<p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>Terms and Cond 1B      Continuation of Terms and Cond 1A</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p>

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**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36611
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36611

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p>
	<p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p>
	<p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p>
	<p>16.2 Force Majeure</p>
	<p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p>
	<p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>UT-3 AVAILABILITY</p>
	<p>Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY INTRASTATE</p>



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36611
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PIPELINES, INC. (herein Company).

**APPLICATION**

This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation customer execute a contract or an amendment to a contract on or before January 15, 1981; (ii) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the natural gas so transported under this rate schedule.

**NET MONTHLY RATE**

The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu.

**DEFINED TERMS**

1. The term Equivalent Quantity of Natural Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby.
2. The term End-use Buyer shall mean any buyer of natural gas transported hereunder who receives such gas at a Qualified Redelivery Point, as defined in this rate schedule, for ultimate consumption and not for resale. Such End-use Buyer shall not be a customer of Company and shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule.
3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby (i) located on existing facilities of Company; (ii) where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby; and (iii) where the natural gas redelivered hereunder is for ultimate consumption of an End-use Buyer, as defined in this rate schedule, and not for resale or sharing with others.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this natural gas transportation schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.

**WRITTEN CONTRACT**

Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.

**CURTAILMENT**

In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.

**MEASUREMENT**

The measurement of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**GROSS HEATING VALUE**

The gross heating value of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BILLING AND PAYMENT**

The billing and payment of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BALANCING**

Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.

**RULES AND REGULATIONS**

Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereinabove and Company's General Rules and Regulations, as such rules may be amended from time to time.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36611

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
115773	D	MMBtu	\$.0000	04/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	42896	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36678

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 02/10/2023

**INITIAL SERVICE DATE:** 01/01/2023      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** EFFT 1-1-23 NEW SUPPLIER AND DP INDORAMA VENTURES OXIDES TO THIS TARIFF

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42964	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
-----------------------	---

<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36678
------------------------	-----------------------------

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36678

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use</p>

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**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36678

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

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2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.

3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

## 4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.

4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a

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	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>



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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

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	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36678
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36678

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
115844	D	MMBtu	\$ .0000	01/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	42964	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36679

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 02/10/2023

**INITIAL SERVICE DATE:** 01/01/2023      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** EFFT 1-1-23 NEW ADD DP SOUTH TEXAS FRAC TO THIS TARIFF

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
42965	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36679
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36679

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36679

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36679
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36679
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

GAS SERVICES DIVISION

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36679

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																											
	<table border="0"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td>Imbalance Level</td> <td style="text-align: center;">The Company Pays Shipper the</td> <td style="text-align: center;">Shipper Pays the</td> </tr> <tr> <td></td> <td style="text-align: center;">Following Percentage of the</td> <td style="text-align: center;">Company the Following</td> </tr> <tr> <td></td> <td style="text-align: center;">Cash-Out Price</td> <td style="text-align: center;">Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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From 15% to 20%	60%	140%																										
Greater than 20%	50%	150%																										

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 36679
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p><b>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b></p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 36679

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
115771	D	MMBtu	\$ .0000	01/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	42965	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37276

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 09/07/2023

**INITIAL SERVICE DATE:** 05/01/2022      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** ADMINISTRATIVE ERROR REACTIVATE THIS TARIFF EFFT. 5/1/2022

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37276
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-106	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-106 AVAILABILITY Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Harris County, Texas served by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC. (herein Company). APPLICATION This natural gas transportation rate schedule is applicable to natural gas transportation service for a Transportation Customer where (i) Company and such Transportation Customer execute a contract or an amendment to a contract on or after April 1, 2005; (ii) Transportation Customer arranges for and/or causes delivery of Transportation Customer's natural gas to Company at Company's facilities at Kinder Morgan Holmes Meter Station, and Company redelivers an Equivalent Quantity of Gas, as defined herein, to the Qualified Redelivery Point at CenterPoint Medical Center City Gate, as defined herein; and (iii) Company does not take title to or own the natural gas so transported under this Rate Schedule. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#). NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be five cents (\$0.05) per MMBtu. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Terms and Cond 1A CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37276
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.
	2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.
	2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.
	2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.
	2.18 The term MMBtu shall mean one million (1,000,000) Btus.
	2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.
	2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.
	2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. TRANSPORTATION SERVICE AGREEMENTS</b>
	3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.
	3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37276
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p>

## GAS SERVICES DIVISION

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## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

## 9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

## 10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

## 11. FACILITIES

11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.

11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37276
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1B	<p>whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>Continuation of Terms and Cond 1A</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper</p>

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	<p>from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 30%;">Imbalance Level</th> <th style="text-align: center; width: 35%;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center; width: 35%;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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	<p>(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION                      15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.                      15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.                      15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.                      15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.                      15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE                      16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.                      16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37276
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

<b>RATE ADJUSTMENT PROVISIONS:</b>
None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
108930	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 37276

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37277

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 09/07/2023

**INITIAL SERVICE DATE:** 05/01/2022      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Due to administrative error this tariff was not activated

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41964	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37277
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-106	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. T-106 AVAILABILITY Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Harris County, Texas served by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC. (herein Company). APPLICATION This natural gas transportation rate schedule is applicable to natural gas transportation service for a Transportation Customer where (i) Company and such Transportation Customer execute a contract or an amendment to a contract on or after April 1, 2005; (ii) Transportation Customer arranges for and/or causes delivery of Transportation Customer's natural gas to Company at Company's facilities at Kinder Morgan Holmes Meter Station, and Company redelivers an Equivalent Quantity of Gas, as defined herein, to the Qualified Redelivery Point at CenterPoint Medical Center City Gate, as defined herein; and (iii) Company does not take title to or own the natural gas so transported under this Rate Schedule. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#). NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be five cents (\$0.05) per MMBtu. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Terms and Cond 1A CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37277
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.
	2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.
	2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.
	2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.
	2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
	2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.
	2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.
	2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.
	2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.
	2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.
	2.18 The term MMBtu shall mean one million (1,000,000) Btus.
	2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
	2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
	2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.
	2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.
	2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
	<b>3. TRANSPORTATION SERVICE AGREEMENTS</b>
	3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.
	3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.
	3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.
	3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.
	3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:
	3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37277
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37277
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

**9. UNACCEPTABLE QUANTITIES**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

**11. FACILITIES**

11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.

11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at

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	<p>whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper</p>



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	<p>from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 30%;">Imbalance Level</th> <th style="text-align: center; width: 35%;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center; width: 35%;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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	<p>(2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION                      15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.                      15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.                      15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.                      15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.                      15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE                      16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.                      16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

<b>RATE ADJUSTMENT PROVISIONS:</b>
None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
108930	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 37277

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37278

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 09/07/2023

**INITIAL SERVICE DATE:** 05/01/2022      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** ADMINISTRATIVE ERROR REACTIVATE THIS TARIFF EFFT. 5/1/2022

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37278
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
T-110	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-110</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CenterPoint Energy Intrastate Pipelines, LLC (herein #Company#) at existing city gate stations or other facilities of adequate capacity and suitable pressure.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter #Agreement#) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (#General Terms#).</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein less than 50 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$375.00; (ii) Administrative Charge of \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu of \$0.7500/MMBtu Next 750 MMBtu of \$0.6000/MMBtu Over 1,500 MMBtu of \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>(C) Effective with all bills calculated on and after February 1, 2022, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: (i) Customer Charge of \$1,200; (ii) Administrative Charge of \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge of \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (#CD#) calculated in MMBtu and equal to the higher of: (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30, 2021 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than thirty six (36) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of thirty six (36) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37278

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>(ii) Beginning July 1, 2022 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the thirty six (36) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes thirty six (36) months of measured MMBtu.</p> <p>PAYMENTS TO GOVERNMENTAL AUTHORITIES</p> <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37278

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p><b>MEASUREMENT</b></p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b></p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Effective 01-01-22</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                  2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                  2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                  2.4 The term Btu shall mean British Thermal Unit.                  2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                  2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                  2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                  2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas.                  2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                  2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement.                  2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                  2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                  2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                  2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                  2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37278
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37278
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company appraised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p> <p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point</p>

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	necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	<b>8. WARRANTY OF TITLE</b>
	8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.
	<b>9. UNACCEPTABLE QUANTITIES</b>
	9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.
	<b>10. GAS TRANSPORTED BY COMPANY</b>
	10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.
	10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.
	<b>11. FACILITIES</b>
	11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.
	11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.
	11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.
	11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.
	11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<b>12. BALANCING</b>
	12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to

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	<p>Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p>

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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																											
	<table border="0"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;">Overage</td> <td style="text-align: center;">Underage</td> </tr> <tr> <td>Imbalance Level</td> <td>The Company Pays Shipper the</td> <td>Shipper Pays the</td> </tr> <tr> <td></td> <td>Following Percentage of the</td> <td>Company the Following</td> </tr> <tr> <td></td> <td>Cash-Out Price</td> <td>Percentage of the Cash-Out Price</td> </tr> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> <tr> <td>From 10% to 15%</td> <td>70%</td> <td>130%</td> </tr> <tr> <td>From 15% to 20%</td> <td>60%</td> <td>140%</td> </tr> <tr> <td>Greater than 20%</td> <td>50%</td> <td>150%</td> </tr> </table>		Overage	Underage	Imbalance Level	The Company Pays Shipper the	Shipper Pays the		Following Percentage of the	Company the Following		Cash-Out Price	Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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From 15% to 20%	60%	140%																										
Greater than 20%	50%	150%																										

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day

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	<p>following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37278
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None
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**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
111335	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
113223	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
113631	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			
93094	D	MMBtu	\$.0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 37278

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37279

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 09/07/2023

**INITIAL SERVICE DATE:** 05/01/2022      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** ADMINISTRATIVE ERROR REACTIVATE THIS TARIFF EFFT. 5/1/2022

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 37279

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1A

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.

## APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.

## DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.

2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.

2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.

2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.

2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.

2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 37279

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37279
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

**9. UNACCEPTABLE QUANTITIES**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37279

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
<p>Terms and Cond 1B</p>	<p>Continuation of Terms and Cond 1A</p>
	<p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p><b>12.5 Daily Imbalances During Critical Period Events</b></p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37279

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37279
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37279

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
UT-3 (Revised)	<p>term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. TRANSPORTATION SERVICE RATE SCHEDULE NO. UT-3 AVAILABILITY Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 37279
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>INTRASTATE PIPELINES, INC. (herein Company). APPLICATION This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (ii) Company does not take title to or own the natural gas so transported under this rate schedule. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms). NET MONTHLY RATE The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
110079	D	MMBtu	\$ .0000	05/01/2022	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 37279

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38387

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:**      **RECEIVED DATE:** 05/02/2024

**INITIAL SERVICE DATE:** 05/01/2024      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Efft. 5-1-24 NEW DP KINDER TEXAS HOLMES RD AND SUPPLIER SYMMETRY WITH T-126

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38387
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

T-126

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-126

**AVAILABILITY**

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called Company).

**APPLICATION**

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Kinder Morgan at the Pierce Junction storage facility in Harris County, TX ; (c) Company redelivers an equivalent quantity of gas to the Holmes Rd city gate in Harris County, TX; and (d) Company does not take title to or own the gas so transported. **DEFINITIONS** For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).

**NET MONTHLY RATE**

The Net Monthly Rate for gas transported under this Rate Schedule for a month shall be a per MMBtu rate based upon the daily quantity nominated for such month for transport and delivery to CenterPoint city gates. Specifically, the following per MMBtu rates shall apply: i. A monthly commodity rate of \$0.18 multiplied by monthly volumes; plus ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.

**PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

**OTHER CHARGES**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

**BILLING AND PAYMENT**

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

**WRITTEN SERVICE AGREEMENT**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

**CURTAILMENT**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

**MEASUREMENT**

The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38387
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p><b>GENERAL TERMS AND CONDITIONS</b>                      Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p><b>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</b></p> <p><b>APPLICABILITY</b></p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p><b>DEFINITIONS</b></p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.                      2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.                      2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.                      2.4 The term Btu shall mean British Thermal Unit.                      2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.                      2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.                      2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.                      2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.                      2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.                      2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.                      2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.                      2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.                      2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.                      2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.                      2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.                      2.18 The term MMBtu shall mean one million (1,000,000) Btus.                      2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.                      2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.                      2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38387
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p>
	<p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p>
	<p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 38387

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.

4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

## 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

## 9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38387

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p><b>10. GAS TRANSPORTED BY COMPANY</b>                      10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.                      10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b>                      11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.                      11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.                      11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.                      11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.                      11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
<p>Terms and Cond 1B</p>	<p>Continuation of Terms and Cond 1A</p>
	<p><b>12. BALANCING</b>                      12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.                      12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.                      12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.                      12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.                      12.5 Daily Imbalances During Critical Period Events                      12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.                      12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If,</p>



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38387

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided,</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38387
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38387
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38387

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
108930	D	MMBtu	\$.0000	05/01/2024	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
H	Transportation	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38974

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 08/01/2023      **RECEIVED DATE:** 03/11/2025

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** ADMINISTRATIVE OVERSIGHT EFFT 8-1-23 ADD TTL WITH DP LUFKIN CITY GATE NO 1 TO THIS TARIFF

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41964	**CONFIDENTIAL**	Y	

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38974
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. TRANSPORTATION SERVICE AGREEMENTS</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38974
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 38974

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

## 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

## 9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

## 10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas



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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
<p>Terms and Cond 1B</p>	<p>Continuation of Terms and Cond 1A</p>
	<p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p>

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**CURRENT RATE COMPONENT**

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	<p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price																	
From 0% to 5%	100%	100%																	
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From 15% to 20%	60%	140%																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38974

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38974

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
16	<p><b>LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b></p>
	<p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p>
	<p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p>
16.2	<p><b>Force Majeure</b></p>
	<p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p>
	<p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
UT-3	<p><b>AVAILABILITY</b></p>
	<p>Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY INTRASTATE</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38974
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PIPELINES, INC. (herein Company).

**APPLICATION**

This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation customer execute a contract or an amendment to a contract on or before January 15, 1981; (ii) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the natural gas so transported under this rate schedule.

**NET MONTHLY RATE**

The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu.

**DEFINED TERMS**

1. The term Equivalent Quantity of Natural Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby.
2. The term End-use Buyer shall mean any buyer of natural gas transported hereunder who receives such gas at a Qualified Redelivery Point, as defined in this rate schedule, for ultimate consumption and not for resale. Such End-use Buyer shall not be a customer of Company and shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule.
3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby (i) located on existing facilities of Company; (ii) where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby; and (iii) where the natural gas redelivered hereunder is for ultimate consumption of an End-use Buyer, as defined in this rate schedule, and not for resale or sharing with others.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this natural gas transportation schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.

**WRITTEN CONTRACT**

Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.

**CURTAILMENT**

In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.

**MEASUREMENT**

The measurement of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**GROSS HEATING VALUE**

The gross heating value of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BILLING AND PAYMENT**

The billing and payment of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BALANCING**

Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.

**RULES AND REGULATIONS**

Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereinabove and Company's General Rules and Regulations, as such rules may be amended from time to time.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38974

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86398	D	MMBtu	\$.0000	08/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
C	Industrial Sales	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38975

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 01/01/2023      **RECEIVED DATE:** 03/11/2025

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** GSD2\_NEW\_ADMINISTRATIVE OVERSIGHT ADD TTL WITH DP LUFKIN CITY GATE NO 1 TO THIS TARIFF EFFT 010123

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41964	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 38975

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1A

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.

## APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.

## DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.

2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.

2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.

2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.

2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.

2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 38975

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38975
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

**5. SCHEDULING AND NOMINATIONS**

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

**6. APPLICATION OF GENERAL TERMS AND CONDITIONS**

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

**7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

**8. WARRANTY OF TITLE**

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

**9. UNACCEPTABLE QUANTITIES**

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

**10. GAS TRANSPORTED BY COMPANY**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 38975

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p>

GAS SERVICES DIVISION

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**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38975

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>																		
	<p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price																	
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38975
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38975

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p>
	<p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p>
	<p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p>
	<p>16.2 Force Majeure</p>
	<p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p>
	<p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
<p>UT-3</p>	<p><b>AVAILABILITY</b> Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY INTRASTATE</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38975
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PIPELINES, INC. (herein Company).

**APPLICATION**

This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation customer execute a contract or an amendment to a contract on or before January 15, 1981; (ii) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the natural gas so transported under this rate schedule.

**NET MONTHLY RATE**

The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu.

**DEFINED TERMS**

1. The term Equivalent Quantity of Natural Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby.
2. The term End-use Buyer shall mean any buyer of natural gas transported hereunder who receives such gas at a Qualified Redelivery Point, as defined in this rate schedule, for ultimate consumption and not for resale. Such End-use Buyer shall not be a customer of Company and shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule.
3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby (i) located on existing facilities of Company; (ii) where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby; and (iii) where the natural gas redelivered hereunder is for ultimate consumption of an End-use Buyer, as defined in this rate schedule, and not for resale or sharing with others.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this natural gas transportation schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.

**WRITTEN CONTRACT**

Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.

**CURTAILMENT**

In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.

**MEASUREMENT**

The measurement of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**GROSS HEATING VALUE**

The gross heating value of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BILLING AND PAYMENT**

The billing and payment of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BALANCING**

Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.

**RULES AND REGULATIONS**

Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereinabove and Company's General Rules and Regulations, as such rules may be amended from time to time.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38975

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86398	D	MMBtu	\$.0000	01/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41964	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
C	Industrial Sales	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38976

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 01/01/2023      **RECEIVED DATE:** 03/11/2025

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** ADMINISTRATIVE OVERSIGHT EFFT 1-1-2023 ADD TTL WITH DP DELEK DK SUPPLYAND TRADING TO THIS TARIFF

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41964	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38976
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

T-121

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC TRANSPORTATION SERVICE RATE SCHEDULE NO. T-121

## AVAILABILITY

This natural gas transportation rate schedule is available to a Transportation Customer at points of adequate capacity and suitable pressure on existing facilities of CenterPoint Energy Intrastate Pipelines, LLC (hereinafter called Company).

## APPLICATION

This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement (Agreement) has been executed between Company and a Shipper; (b) Shipper has arranged for the ability to deliver natural gas to Company at the interconnect between Company facilities and Midcoast Energy Pipeline; (c) Company redelivers an equivalent quantity of gas to the Delek customer station in Smith County, Texas, located on existing mains of said Company; and (d) Company does not take title to or own the gas so transported.

## DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms).

## NET MONTHLY RATE

The Net Monthly Rate for gas transported under this Rate Schedule shall consist of:

- i. A monthly commodity rate of \$0.10 multiplied by monthly volumes; plus
- ii. Payments to Governmental Authorities, as defined in this Rate Schedule and the General Terms.

## PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

## OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

## BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

## NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

## WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

## CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38976
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
Terms and Cond 1A	<p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.</p> <p>APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.</p> <p>DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.</p> <p>2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.</p> <p>2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.</p> <p>2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.</p> <p>2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.</p> <p>2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum. Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.</p> <p>2.18 The term MMBtu shall mean one million (1,000,000) Btus.</p> <p>2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38976
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.</p> <p>2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.</p> <p>2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p><b>3. TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 38976

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.

4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

## 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 38976

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>11. FACILITIES</p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p>
Terms and Cond 1B	Continuation of Terms and Cond 1A
	<p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including,</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38976
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>									
	<p>but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Imbalance Level</th> <th>Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th>Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>From 5% to 10%</td> <td>80%</td> <td>120%</td> </tr> </tbody> </table>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price								
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GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 38976

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	From 10% to 15%                      70%                      130%
	From 15% to 20%                      60%                      140%
	Greater than 20%                      50%                      150%

12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.

12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.

**13. BILLING AND PAYMENT**

13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. **ASSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

**15. EVENT OF DEFAULT AND EARLY TERMINATION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38976
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p> <p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38976

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
112264	D	MMBTU	\$ .0000	01/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
Customer	41964	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
C	Industrial Sales	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38977

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 01/01/2023      **RECEIVED DATE:** 03/11/2025

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Administraitive Oversight Effrt 1-1-2023 NEW Added SES with DP TECO Pipeline System to this tariff

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41039	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38977
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
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UT-22

## AVAILABILITY

Service under this natural gas transportation rate schedule shall be available to a Transportation Customer at existing interconnects, as specified in the written contract contemplated hereby, between such Transportation Customer and CENTERPOINT ENERGY INTRASTATE PIPELINES, INC. (herein Company) in Gregg County, Texas or at existing city gate stations or other facilities of adequate capacity and suitable pressure in Gregg County, Texas.

**APPLICATION** This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation Customer execute or contract or an amendment to a contract on or before January 15, 1993; (ii) where the Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the written contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-Use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the gas so transported under this rate schedule.

**NET MONTHLY TRANSPORTATION RATE** The Net Monthly Transportation Rate per MMBtu for all gas redelivered under this rate schedule shall be an amount equal to the sum of (i) five cents (\$0.05) per MMBtu; plus (ii) applicable taxes, as defined in this rate schedule.

**APPLICABLE TAXES** The term applicable taxes shall mean the full amount of any taxes or charges (of every kind and character except franchise and excess profits taxes and taxes measured by net income) levied, assessed or fixed by any municipal or governmental authority against Company or its business in connection with or attributable to the volumes, value or gross receipts from the transportation of the gas delivered by the Transportation Customer to Company hereunder.

**DEFINITIONS** 1. The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity of natural gas attributable to but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable to but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby. 2. The term End-Use Buyer shall mean any buyer of natural gas transported hereunder who receives or takes possession of such gas at a Qualified Redelivery Point, as defined in this rate schedule. Such End-Use Buyer shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule. 3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby located on existing facilities of Company where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby.

**NATURAL GAS ACT** Company shall not be obligated to transport any gas under this rate schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.

**WRITTEN CONTRACT** Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.

**CURTAILMENT** In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.

**MEASUREMENT** The measurement of the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**GROSS HEATING VALUE** The gross heating value of the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BILLING AND PAYMENT** The billing and payment for the natural gas redelivered by Company on behalf of a Transportation Customer to an End-Use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BALANCING** Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.

**RULES AND REGULATIONS** Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereby and Company's General Rules and Regulations, as such rules may be amended from time to time. These General Rules and Regulations shall be on file and available for inspection at Company's office.

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38977

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
91085	D	MMBtu	\$.0000	01/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41039	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
C	Industrial Sales	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38978

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 01/02/2023      **RECEIVED DATE:** 03/11/2025

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** Administraitive Oversight Efft 1-1-2023 NEW Added COK WITH DP LUFKIN CITY GATE NO 1

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
36412	**CONFIDENTIAL**	Y	

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 38978

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1A

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.

## APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.

## DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.

2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.

2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.

2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.

2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.

2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710                      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT                      **RRC TARIFF NO:** 38978

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p>



## GAS SERVICES DIVISION

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## CURRENT RATE COMPONENT

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4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.

## 5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

## 6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

## 7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

## 8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.

## 9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.

## 10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas

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	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>Terms and Cond 1B Continuation of Terms and Cond 1A</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p>

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	<p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
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	<p>based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38978

**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
16	<p><b>LIMITATIONS OF LIABILITY AND FORCE MEJEURE</b></p>
16.1	<p>Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p>
16.1.2	<p>FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p>
16.2	<p><b>Force Majeure</b></p>
16.2.1	<p>Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p>
16.2.2	<p>Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
UT-3	<p><b>AVAILABILITY</b></p>
	<p>Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY INTRASTATE</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 38978
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PIPELINES, INC. (herein Company).

**APPLICATION**

This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation customer execute a contract or an amendment to a contract on or before January 15, 1981; (ii) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the natural gas so transported under this rate schedule.

**NET MONTHLY RATE**

The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu.

**DEFINED TERMS**

1. The term Equivalent Quantity of Natural Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby.
2. The term End-use Buyer shall mean any buyer of natural gas transported hereunder who receives such gas at a Qualified Redelivery Point, as defined in this rate schedule, for ultimate consumption and not for resale. Such End-use Buyer shall not be a customer of Company and shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule.
3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby (i) located on existing facilities of Company; (ii) where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby; and (iii) where the natural gas redelivered hereunder is for ultimate consumption of an End-use Buyer, as defined in this rate schedule, and not for resale or sharing with others.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this natural gas transportation schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.

**WRITTEN CONTRACT**

Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.

**CURTAILMENT**

In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.

**MEASUREMENT**

The measurement of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**GROSS HEATING VALUE**

The gross heating value of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BILLING AND PAYMENT**

The billing and payment of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BALANCING**

Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.

**RULES AND REGULATIONS**

Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereinabove and Company's General Rules and Regulations, as such rules may be amended from time to time.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 38978

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86398	D	MMBtu	\$.0000	01/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	36412	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
C	Industrial Sales	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 39007

**DESCRIPTION:** Transmission Transportation      **STATUS:** A

**OPERATOR NO:**

**ORIGINAL CONTRACT DATE:** 08/01/2023      **RECEIVED DATE:** 03/12/2025

**INITIAL SERVICE DATE:**      **TERM OF CONTRACT DATE:**

**INACTIVE DATE:**      **AMENDMENT DATE:**

**CONTRACT COMMENT:** None

**REASONS FOR FILING**

**NEW FILING:** Y      **RRC DOCKET NO:**

**CITY ORDINANCE NO:**

**AMENDMENT(EXPLAIN):** None

**OTHER(EXPLAIN):** ADMINISTRATIVE OVERSIGHT EFFT 8-1-23 ADD TTL WITH DP LUFKIN CITY GATE NO 1 TO THIS TARIFF

**PREPARER - PERSON FILING**

**RRC NO:** 1304      **ACTIVE FLAG:** Y      **INACTIVE DATE:**

**FIRST NAME:** Petra      **MIDDLE:**      **LAST NAME:** Custer

**TITLE:** Coordinator Regulatory

**ADDRESS LINE 1:** P.O. BOX 2628

**ADDRESS LINE 2:**

**CITY:** Houston      **STATE:** TX      **ZIP:** 77252      **ZIP4:** 2628

**AREA CODE:** 713      **PHONE NO:** 207-3363      **EXTENSION:**

**CUSTOMERS**

<u>CUSTOMER NO</u>	<u>CUSTOMER NAME</u>	<u>CONFIDENTIAL?</u>	<u>DELIVERY POINT</u>
41965	**CONFIDENTIAL**	Y	



## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

RRC COID: 7710

COMPANY NAME: CENTERPOINT ENERGY INTRA P/L,LLC

TARIFF CODE: TT

RRC TARIFF NO: 39007

## CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Terms and Cond 1A

CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE 1.

## APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY INTRASTATE PIPELINES, LLC (Company) under the following rate schedule(s): Rate Schedule T-110, as amended from time to time 2.

## DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and a Shipper as described in Section 3 herein, including any and all Exhibit A Addendums thereto.

2.2 The term Annual Volume Limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in the Agreement.

2.3 The term Applicable Index shall be the reference price specified in an Exhibit A Addendum used for computation of Imbalance payments under Section 12.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.7 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the Delivery Point.

2.8 The term Delivery Point shall mean the point or points specified in an Exhibit A Addendum at which gas is delivered by Company on behalf of Shipper to the facilities of (a) an End-use Customer in the State of Texas for ultimate consumption at such facility and not for resale or sharing with others, or (b) a third party-operated gas pipeline or distribution system for ultimate delivery and consumption within the State of Texas. 2.9 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas delivered by Company at the Delivery Point.

2.10 The term Exhibit A Addendum shall mean an Exhibit A Request that has been accepted by Company, and which, upon such acceptance, shall become an addendum to the Transportation Service Agreement. 2.11 The term Exhibit A Request shall mean a written request by a Shipper to Company, as described in Section 4 herein, to establish new, or amend existing, transportation service under a Transportation Service Agreement at a specified Delivery Point.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term Imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement.

2.14 The term Lost and Unaccounted for Gas and Fuel shall mean the sum total difference in gas received at the Receipt Point and the gas delivered at the Delivery Point.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis on any given day, as specified in an Exhibit A Addendum.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the total maximum MMBtu which Company shall be obligated to receive at the Receipt Point or deliver at the Delivery Point on a firm basis in any single hour, as specified in an Exhibit A Addendum.

Company shall not be obligated to agree to an MHQ greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas.

2.18 The term MMBtu shall mean one million (1,000,000) Btus.

2.19 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.20 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.21 The term Receipt Point shall mean the point or points specified in an Exhibit A Addendum at which gas is received by Company on behalf of Shipper for transportation to one or more Delivery Points.

2.22 The term Shipper shall mean the person or entity designated as the Shipper in an executed Transportation Service Agreement.

2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

## 3. TRANSPORTATION SERVICE AGREEMENTS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 39007
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**CURRENT RATE COMPONENT**

<u>RATE COMP. ID</u>	<u>DESCRIPTION</u>
	<p>3.1 Company will provide transportation service to a Shipper only after both parties have executed a binding Transportation Service Agreement. Upon request of a Shipper, Company shall offer the Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, these General Terms as amended from time to time, the terms of Rate Schedule T-110 as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.5.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:</p> <p>3.5.1.1 A copy of Shipper's most recent audited financial statements; 3.5.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.5.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.5.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.5.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.5.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.5.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.5.2.3 Shipper must have not significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p><b>4. EXHIBIT A ADDENDUMS TO TRANSPORTATION SERVICE AGREEMENTS</b></p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A Request.</p> <p>4.2 A Shipper may request the initiation of new transportation service under a Transportation Service Agreement, or changes to or the renewal of an existing Exhibit A Addendum, by submitting an Exhibit A Request to Company. All Exhibit A Requests to initiate new service must be submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. All Exhibit A Requests for changes to or the renewal of an existing Exhibit A Addendum must be submitted to Company at least fifteen (15) days prior to the anticipated change to or renewal of such Exhibit A Addendum. Company shall, within ten (10) Business Days after receipt of such an Exhibit A Request, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A Request has been approved or is deficient. If Company deems the Exhibit A Request deficient, Shipper shall have the opportunity to resubmit a corrected Exhibit A Request subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A Request for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A Request must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream pipeline contact information for confirmations 4.4.7 Identification of the Applicable Indexes to be used for calculating Imbalance payments pursuant to Section 12 herein and the Lost and Unaccounted for Gas and Fuel percentage to be used in that calculation: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation.</p> <p>4.5 Acceptance of any Exhibit A Request is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A Request for transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p>

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 39007
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	<p>4.7 Company shall promptly notify Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A Request or limit the term of any Exhibit A Request if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL.</p>
	<p><b>5. SCHEDULING AND NOMINATIONS</b></p> <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time three days prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p>
	<p><b>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</b></p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p>
	<p><b>7. RECEIPT OF GAS FOR TRANSPORT</b></p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's upstream delivery pipelines.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p>
	<p><b>8. WARRANTY OF TITLE</b></p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all judgments, suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, suits, actions, debts, accounts, and damages. Shipper shall also indemnify Company and hold it harmless from and against any and all judgments, claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities, with such indemnification to include all costs and expenses incurred by Company to defend against all judgments, claims, actions, suits, costs, liabilities, and expenses.</p>
	<p><b>9. UNACCEPTABLE QUANTITIES</b></p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas that exceeds the available capacity of Company's facilities.</p>
	<p><b>10. GAS TRANSPORTED BY COMPANY</b></p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to Company's upstream delivery pipelines. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in any damages for failure to do so. If the gas</p>

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	<p>tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p><b>11. FACILITIES</b></p> <p>11.1 Any extension or upgrade of Company's gas transportation facilities necessary to provide transportation service under a Transportation Service Agreement shall be governed by a separate facilities agreement between Company and Shipper. In any event, if Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>11.2 Telemetering is required at all Delivery Points and Receipt Points to determine hourly and daily flow of gas at such Receipt Points and Delivery Points. Shipper shall reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry.</p> <p>11.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines and service, if required for Company to use its telemetering equipment. Should Shipper or Shipper's designee fail to maintain or repair such telecommunications lines and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary.</p> <p>11.4 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.5 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point.</p> <p>Terms and Cond 1B      Continuation of Terms and Cond 1A</p> <p><b>12. BALANCING</b></p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that each Shipper is responsible for balancing the receipts and deliveries according to its Transportation Service Agreement. It shall be the Shipper's responsibility to cause gas to be delivered to Company as scheduled at the Receipt Point(s) and cause gas to be taken at the Delivery Point(s) in accordance with the applicable schedule nominations.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid Imbalances, and (ii) when Imbalances occur, to correct any such Imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily Imbalance information which shall notify Shipper of any Imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual Imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily Imbalances by Shipper and shall have the right to take corrective action as required.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such Imbalances (i) impair Company's ability to maintain the operational integrity of its pipeline system, or (ii) adversely affect Company's cost of gas purchased for resale to its sales service customers, if any, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its pipeline system.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours of such notice to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An Imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p>

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	<p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative Imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative Imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative Imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ.</p> <p>12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with any of Company's upstream transportation or storage services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.</p> <p>12.7 Monthly Imbalances</p> <p>12.7.1 At the end of each Service Month, remaining Shipper Imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the applicable percentage of the cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Imbalance Level</th> <th style="text-align: center;">Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price</th> <th style="text-align: center;">Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price</th> </tr> </thead> <tbody> <tr> <td>From 0% to 5%</td> <td style="text-align: center;">100%</td> <td style="text-align: center;">100%</td> </tr> <tr> <td>From 5% to 10%</td> <td style="text-align: center;">80%</td> <td style="text-align: center;">120%</td> </tr> <tr> <td>From 10% to 15%</td> <td style="text-align: center;">70%</td> <td style="text-align: center;">130%</td> </tr> <tr> <td>From 15% to 20%</td> <td style="text-align: center;">60%</td> <td style="text-align: center;">140%</td> </tr> <tr> <td>Greater than 20%</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">150%</td> </tr> </tbody> </table> <p>12.7.2 The Cash Out Price for Overages and Underages shall be the Cash-out Index specified in the Agreement.</p> <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to Imbalances prospectively.</p> <p>12.9 Imbalances caused by Shipper's reliance on Imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>12.10 It is recognized that quantities of Gas may be transported through the Receipt Point(s) and Delivery Point(s) for one or more parties other than Shipper. As between Company and Shipper, it is understood that Shipper provides service to high priority, human needs customers and its gas shall be deemed to be the first to flow through the Receipt Point(s) and Delivery Point(s) in the event of capacity constraint on Company's pipeline that would limit Company's capacity to less than the demand for the capacity. Provided, however, on days of sufficient capacity to meet 100% of demand on Company's pipeline, gas being transported by Company for third party shippers shall be allocated first for billing and operational balancing purposes.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared</p>	Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price	From 0% to 5%	100%	100%	From 5% to 10%	80%	120%	From 10% to 15%	70%	130%	From 15% to 20%	60%	140%	Greater than 20%	50%	150%
Imbalance Level	Overage The Company Pays Shipper the Following Percentage of the Cash-Out Price	Underage Shipper Pays the Company the Following Percentage of the Cash-Out Price																	
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	<p>based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. Company shall provide to Shipper a schedule of deliveries and receipts at each measurement point on Company's system that falls under the T-110 Rate Schedule.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract term.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>15.5 In the event of the termination of the Agreement for reasons other than an Event of Default and corresponding Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company on and before the date the Agreement is terminated and (B) all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. Shipper shall also pay an amount equal to all standard tariff charges that would have applied on a monthly basis through the remainder of the contract</p>

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**CURRENT RATE COMPONENT**

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	<p>term. As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p>
	<p>16. LIMITATIONS OF LIABILITY AND FORCE MEJEURE</p>
	<p>16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to an event of Force Majeure, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p>
	<p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE ATTORNEY'S FEES.</p>
	<p>16.2 Force Majeure</p>
	<p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p>
	<p>16.2.2 Definition of Force Majeure. The term Force Majeure as used in this Agreement, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, epidemics, and pandemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p>
	<p>UT-3 AVAILABILITY</p>
	<p>Service under this natural gas transportation rate schedule is available to any Transportation Customer at existing city gate stations of adequate capacity and suitable pressure in Polk and Angelina Counties, Texas served by CENTERPOINT ENERGY INTRASTATE</p>

## GAS SERVICES DIVISION

## GSD - 2 TARIFF REPORT

<b>RRC COID:</b> 7710	<b>COMPANY NAME:</b> CENTERPOINT ENERGY INTRA P/L,LLC
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<b>TARIFF CODE:</b> TT	<b>RRC TARIFF NO:</b> 39007
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**CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

PIPELINES, INC. (herein Company).

**APPLICATION**

This natural gas transportation rate schedule is applicable to general natural gas transportation service for any Transportation Customer where (i) Company and such Transportation customer execute a contract or an amendment to a contract on or before January 15, 1981; (ii) where Transportation Customer arranges for and/or causes delivery to Company at Company's facilities a load not to exceed the maximum load specified in the gas sales contract between Company's Transportation Customer and/or End-Use Buyer, as defined in this rate schedule, and Company redelivers an Equivalent Quantity of Natural Gas, as defined in this rate schedule, to an End-use Buyer, as defined in this rate schedule, at a Qualified Redelivery Point, as defined in this rate schedule; and (iii) Company does not take title to or own the natural gas so transported under this rate schedule.

**NET MONTHLY RATE**

The Net Monthly Rate per MMBtu for gas redelivered under this rate schedule shall be four cents (\$0.04) per MMBtu.

**DEFINED TERMS**

1. The term Equivalent Quantity of Natural Gas shall mean that quantity of gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Transportation Customer to Company on any one day less, if applicable, a quantity attributable but not limited to Company's fuel use, line loss and shrinkage. Such quantity of natural gas attributable but not limited to Company's fuel use, line loss and shrinkage shall be established by the provisions of the written contract contemplated hereby.
2. The term End-use Buyer shall mean any buyer of natural gas transported hereunder who receives such gas at a Qualified Redelivery Point, as defined in this rate schedule, for ultimate consumption and not for resale. Such End-use Buyer shall not be a customer of Company and shall have, in existence, a valid gas sales contract with Company's Transportation Customer executed for the time period contemplated by this rate schedule.
3. The term Qualified Redelivery Point shall mean a point specified in the written contract contemplated hereby (i) located on existing facilities of Company; (ii) where Company has sufficient capacity to transport and redeliver a load per day specified in the written contract contemplated hereby; and (iii) where the natural gas redelivered hereunder is for ultimate consumption of an End-use Buyer, as defined in this rate schedule, and not for resale or sharing with others.

**NATURAL GAS ACT**

Company shall not be obligated to transport any gas under this natural gas transportation schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act.

**WRITTEN CONTRACT**

Service under this natural gas transportation rate schedule is contingent upon a Transportation Customer being a party to a Gas Transportation Contract with Company. This Transportation Contract must be in a form and on terms and conditions acceptable to Company.

**CURTAILMENT**

In the event of curtailment by Company of Company's sales customers, Company shall curtail the Transportation Customer (without any liability to such Transportation Customer for damages or otherwise) at the point(s) of redelivery in the same manner as Company's sales customers of the same classification. Company shall not curtail any Transportation Customer at the point(s) of redelivery unless such curtailment will benefit Company's sales customers; provided, however, if any regulatory authority having jurisdiction over Company, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order.

**MEASUREMENT**

The measurement of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**GROSS HEATING VALUE**

The gross heating value of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BILLING AND PAYMENT**

The billing and payment of natural gas redelivered by Company on behalf of a Transportation Customer to an End-use Buyer shall be in accordance with the provisions of the written contract contemplated hereinabove.

**BALANCING**

Company will use its best efforts to redeliver the natural gas contemplated hereunder at the points of redelivery each day at the same rate at which Company is receiving gas hereunder at the points of delivery during each day.

**RULES AND REGULATIONS**

Service under this natural gas transportation rate schedule shall be furnished in accordance with the provisions of the written contract contemplated hereinabove and Company's General Rules and Regulations, as such rules may be amended from time to time.



GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

**RRC COID:** 7710      **COMPANY NAME:** CENTERPOINT ENERGY INTRA P/L,LLC

**TARIFF CODE:** TT      **RRC TARIFF NO:** 39007

**RATE ADJUSTMENT PROVISIONS:**

None

**DELIVERY POINTS**

<u>ID</u>	<u>TYPE</u>	<u>UNIT</u>	<u>CURRENT CHARGE</u>	<u>EFFECTIVE DATE</u>	<u>CONFIDENTIAL</u>
86398	D	MMBtu	\$.0000	08/01/2023	Y
<b>DESCRIPTION:</b> **CONFIDENTIAL**					
<b>Customer</b>	41965	**CONFIDENTIAL**			

**TYPE SERVICE PROVIDED**

<u>TYPE OF SERVICE</u>	<u>SERVICE DESCRIPTION</u>	<u>OTHER TYPE DESCRIPTION</u>
C	Industrial Sales	

**TUC APPLICABILITY**

**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.